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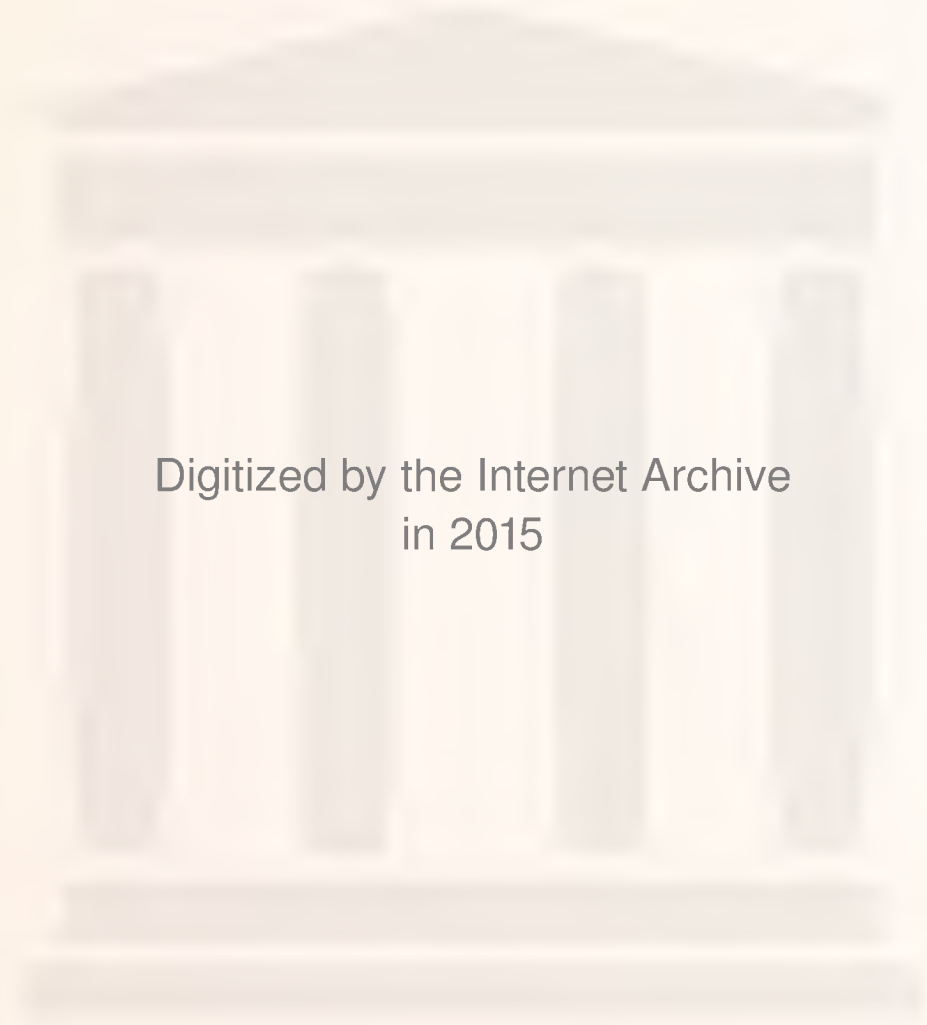

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HEREIN INCORPORATED

AGREEMENTS

Engineering Services for Additions & Improvements to WASTEWATER FACILITIES. ---------- 1

WPC TREATMENT Agreement between CITY & SEWAGE UTILITIES of INDIANA, INC. (PINE VALLEY) ---------- 9

WPC TREATMENT Agreement between CITY & DIVERSIFIED UTILITIES, INC. (MAYSVILLE RD. PUMPING STATION) ---------- 10

WPC TREATMENT Agreement between CITY & DIVERSIFIED UTILITIES, INC. (PERRY TWP.) -------- 11

WPC TREATMENT Agreement between CITY & DIVERSIFIED UTILITIES, INC. (LAKE RIVER ESTATES) ---------- 12

WPC TREATMENT Agreement between CITY & CLEARWATER UTILITIES, INC. (WASHINGTON TWP.) ---- 13

License Agreement for GENERAL ELECTRIC COMPANY to fence in parking lot enclosing part of NELSON STREET & various alleys. ---------- 22

Agreement whereby some COUNTY ROADS will be maintained by the CITY & some CITY STREETS will be maintained by COUNTY HIGHWAY DEPARTMENT. ---------- 36

Revised Traffic Light Agreement from EDWARD ROSE concerning GOSHEN ROAD & HARRIS ROAD INTERSECTION. ---------- 38

Amendment to CITY'S Solid Waste Disposal Contract. "Change in Cost of Doing Business & Adding a Fuel Cost Adjustment". ---------- 39

Agreement for professional services for the preparation of a Design Study Report for the HOBSON ROAD portion of the ST. JOE ROAD. - HOBSON ROAD Construction project. ---- 54

Received Contract between CITY & HAGERMAN CONSTRUCTION CORP. for the construction of the CIVIC CENTER PARKING GARAGE. ---------- 63

Received Contract by & between CITY of FORT WAYNE & INDIANA UNIVERSITY to conduct a study investigating trace organics in the CITY'S process & drinking water. -------- 64

Lease Agreement between CITY & PEOPLE'S TRUST BANK concerning FORT WAYNE MUNICIPAL PARKING GARAGE. ---------- 78

Lease Agreement between CITY & I.M. ELECTRICAL COMPANY for CIVIC CENTER PARKING GARAGE. ---------- 79

Lease Agreement between CITY & I.M. ELECTRICAL COMPANY, FRANKLIN REALTY INC., & PEOPLE'S TRUST BANK covering CIVIC CENTER PARKING GARAGE. ---------- 80

Lease Agreement between CITY & E. CENTRAL NEIGHBORHOOD ASSOC. for 1205 & 1207 EAST LEWIS. ---------- 82

License Agreement with CONSOLIDATED RAIL CORPORATION for Water Main on FERNHILL AVENUE. ---------- 84

DEEDS, DEDICATIONS, EASEMENTS, & GRANTS

Warranty Deed whereby JOHN F. & DANIELLA E. BERCOT convey & warrant Real Estate. (EWING-FAIRFIELD-WELLS STREET BRIDGE) ---------- 23

Warranty Deed whereby JOHN F. & DANIELLA E. BERCOT convey & warrant Real Estate located at 1125 WELLS STREET. (EWING-FAIRFIELD-WELLS STREET BRIDGE) ---------- 24

Warranty Deed whereby WILLIAM F. SCHENKEL, NORBERT J. SCHENKEL, H. JOSEPH SCHENKEL, & CLETUS P. SCHENKEL convey & warrant Real Estate. (EWING-FAIRFIELD-WELLS STREET BRIDGE) ---------- 26

Warranty Deed whereby CHARLES P. JACOBS conveys & warrants Real Estate. (EWING-FAIRFIELD-WELLS STREET BRIDGE) ---------- 27

Warranty Deed whereby THE VOLUNTEERS of AMERICA, INC. convey & warrant Real Estate. (EWING-FAIRFIELD-WELLS STREET BRIDGE) ---------- 28

Warranty Deed whereby PPR COMPANY, LAWRENCE RIGANESE, DONALD L. PARKER, & ROBERT E. PARROT convey & warrant Real Estate. (EWING-FAIRFIELD-WELLS ST. BRIDGE) ---------- 29

DEEDS, DEDICATIONS, EASEMENTS, & GRANTS

Warranty Deed whereby WILLIAM P. SCHENKEL & SONS, convey & warrant Real Estate. (EWING-FAIRFIELD-WELLS STREET BRIDGE) ---------- 30

Quit Claim Deed from BOARD of PARK COMM. to CITY of FORT WAYNE - EWING-FAIRFIELD-WELLS STREET BRIDGE. ---------- 35

Corporate Deed whereby FORT WAYNE COMMUNITY SCHOOLS convey & warrants Real Estate. LOTS # 212, 213, 214, 215, 216, 217, 218, 246, & 247 all in HAMILTON'S FOURTH ADDITION. ---------- 51

Quit Claim Deed - WEST 1/2 of SECTION 8, TOWNSHIP 30 NORTH, RANGE 13 EAST. ---------- 59

DEPARTMENT of REDEVELOPMENT releases & quit claims to the CITY of FORT WAYNE for the construction of the CIVIC CENTER PARKING GARAGE. ---------- 62

Grant of Right-of-Way of HANNA'S ADDITION. ---------- 67

MISCELLANEOUS

Interim specification to CITY of FORT WAYNE'S WPC DEPARTMENT'S Specification & Standard Drawings. ---------- 3

Policy & procedure for installation & collection of costs for new water service connections installed. ---------- 65

Withdrawal of DEAN F. CUTSHALL for the CIVIC CENTER PARKING GARAGE. ---------- 68

Revised "Water Main & Water Service Material Standards" & "Detailed Specifications & Conditions for the Installation of Transmission & Distribution Mains." ---------- 69

IMPROVEMENT RESOLUTIONS

STREETS, SIDEWALKS, CURBS, ALLEYS

5866-80 - ILLINOIS RD., & LINDENWOOD AVE.,	68-237-11 ----------	4
5865-80 - FAIRFAX AVE,. from FAIRFIELD to S. WAYNE	68-237-10 ----------	5
5864-80 - WOODWARD AVE., LAWNDALE, & CURDES	68-237-9 ----------	6
5863-80 - 2117 SHORT ST., PFEIFFER PK. ADD.	68-216-8 ----------	15
5862-80 - KENTUCKY AVE.	68-216-7 ----------	16
5858-79 - 1001 WELLS. ST.	68-158-11 ----------	33
5824-78 - INTERSTATE INDUSTRIAL PARK	68-158-10 ----------	34
5857-79 - NORTH WASHINGTON RD.	68-140-12 ----------	45
5853-79 - 424 W. SUPERIOR	68-47-7 ----------	72
5852-79 - ST. JOE BLVD., COLUMBIA ST. BRIDGE, N. to MCDOUGAL	68-40-22 ----------	73
5851-79 - ANTHONY BLVD.,MAUMEE AVE., RUDISILL	68-21-17 ----------	74
5850-79 - CLINTON ST., CALHOUN ST., SPY RUN EXT., & WAYNE ST.	68-21-16 ----------	75
5849-79 - OXFORD ST., MAIN ST., BLUFFTON RD.	68-21-15 ----------	76
5848-79 - 5700 Blk. of INDUSTRIAL RD.	68-8-17 ----------	77

RESOLUTIONS - SEWER EASEMENTS

172-80 --- SOUTH DELLWOOD PARK ADDITION 68-227-7 ---------- 8

RESOLUTIONS - SEWER IMPROVEMENTS

309-79 --- HARBER DITCH SANITARY INTERCEPTOR 68-113-15 ---------- 57

RESOLUTIONS - WATER

1014-79 -- KELMAR DRIVE & SANDPOINT	68-216-6 ----------	17
1017-79 -- LUDWIG PARK DRIVE, & SHARON DRIVE	68-194-6 ----------	21

STREET LIGHTING RESOLUTIONS

140-80 - NW CENTRAL PHASE IV IMPACT AREA ---------- 68-236-8 ---------- 7
139-79 - LOFTON WOODS III ---------- 68-141-15 ---------- 44
138-79 - SCHAPER DRIVE, MAPLE GROVE, & WOODSDALE ---------- 68-138-20 ---------- 46

WATER CONTRACTS

7612 --- DECATUR ROAD - Water Main ---------- 68-133-22 ---------- 48

WATER WORKS IMPROVEMENTS

76-XP-3 WASHINGTON CENTER RD., LIMA RD., & PARAMOUNT RD. ---------- 53

SEWER AGREEMENTS

Sewer Extension by & between M & G PROPERTIES - BAER FIELD SANITARY SEWER. ---------- 2

Sanitary Sewage Treatment Agreement between CITY of FORT WAYNE & CITY OF NEW HAVEN whereby both parties terminate WPC TREATMENT AGREEMENT. ---------- 31

Agreement between LEO-CEDARVILLE REGIONAL SEWER DISTRICT & CITY of FORT WAYNE, whereby LEO-CEDARVILLE REGIONAL SEWER DISTRICT will sell to the CITY a 15" gravity sewer line for $13,579.79. ---------- 32

Agreement for Sewer Extension between BROTHERHOOD MUTUAL INSURANCE COMPANY & CITY of FORT WAYNE to construct Sewer - LUDWIG RD. SANITARY SEWER. ---------- 49

Agreement for Sewer Extension by & between THE WESTBRIDGE COMPANY, INC. & CITY of FORT WAYNE for BRECONSHIRE - SECTION I. ---------- 60

Agreement between CITY of FORT WAYNE & NORTHWEST ALLEN COUNTY SCHOOLS for construction of Sanitary Sewer to serve area of CARROLL ROAD & BETHEL ROAD. ---------- 70

Sewer Extension Agreement between A.D. DELEGRANGE CONSTRUCTION, INC. & CITY of FORT WAYNE for the construction of Sewers known as ORCHARD WOODS, SECTION B. ----- 71

Agreement for Sewer Extension between CITY of FORT WAYNE & WOODMONT REALTY, INC. for construction of Sanitary Sewer to serve WOODMONT OAKS. ---------- 85

EMERGENCY RESOLUTION NUMBERS

68-224-7 ---- A 12" Sewer Main has collapsed at rear of 929 LINCOLN AVE. JOHN DEHNER, INC. to make said repair in amount of $6,800.00. ---------- 14

68-211-2 ---- A piece of pavement on PAULDING RD. east of ARLENE is sinking. T & G EXCAVATING will make said repair in amount of $643.00. ---------- 18

68-203-19 --- PUBLIC WORKS policies as per walks, curbs, st. lights, & drives. ------ 20

68-178-18 --- Chairman of the BOARD of WORKS is designated to be signatory on any instruments or documents pertaining to USEPA Grants for Sewage Works. ---------- 25

68-149-48 --- A break occured in discharge line coming out of lime sludge pump station. JOHN DEHNER, INC. to make said repair in the amount of $19,000.00. ---------- 37

EMERGENCY RESOLUTION NUMBERS

CONTINUED

68-143-22 --- TILLMAN PARK-SOUTHTOWN MALL LIFT STATION Elimination Sewer. (Resolution #305) ---------- 41

68-142-21 --- FORT WAYNE WPC UTILITY has a facility located on property of CONSOLIDATED RAIL CORP., & R.R. is willing to enter into agreement with CITY & said R.R. will permit facilities to be located on R.R. property. ---------- 42

68-142-20 --- INDIANA GUNITE & CONST. was awarded contract in amount of $52,710.00 for repair of dikes along ST. JOE BLVD. After const. was underway additional material in amount of $40,114.00 would be necessary to restore dikes in safe condition. ---------- 43

68-133-28 --- BOARD of WORKS has encumbered local rds. & street funds for the CITY'S share of the cost of const. of the EWING-FAIRFIELD-WELLS ST. BRIDGE. CITY must provide funds for the R.R. Force Account in amount of $119,087.00 for the same project. ---------- 47

68-132-20 --- Resolution of Governing Body of Application for "MASTER SEWER SYSTEMS PLAN of STUDY." ---------- 50

68-128-56 --- BOARD of WORKS has issued P.O. in the amount of $3,793.50 to ROBERT HOUSER for repair of pavement at 2606 PRAIRIE GROVE AVE. After work was commenced, additional deterioration had occured. Additional work must be done in amount of $6,090.00. ---------- 52

68-119-14 --- Current St. Light Maintenance Contract with T & F CONST. CO., was extended to NOV. 4, 1979, where the BOARD of WORKS has ordered the St. Light Engineering Dept. to prepare bid documents for a new contract. ---------- 55

68-119-13 --- CITY of FORT WAYNE, by & through its BOARD of WORKS & COUNTY of ALLEN, by & through its BOARD of COMMISSIONERS have entered into agreement for the construction of the EWING-FAIRFIELD-WELLS STREET BRIDGE. Cost of bridge will not exceed $867,953.43. ---------- 56

68-109-19 --- BOARD of WORKS has received a request to transfer title to "BROADWAY BLOCK" property, Tract 3 to FORT WAYNE REDEVELOPMENT COMMISSION. ---------- 58

68-78-17 ---- COX BROADCASTING CORPORATION now owns stock in FORT WAYNE CABLEVISION. BOARD of WORKS consents to the transfer of COX BROADCASTING CORP. to GENERAL ELECTRIC COMPANY. ---------- 66

AGREEMENTS

License Agreement with CONSDLIDATED RAIL CDRP. for water main on FERNHILL AVE. -------- 3-15, 53-32

(LEASE) Between CITY (NEIGHBDRHOOD CARE INC.) & E. CENTRAL NEIGHBORHDDD ASSOC. for 1205 & 1207 EAST LEWIS. ---------- 4-27

(LEASE) Between CITY (FT. WAYNE REDEVELOPMENT COMM.) & I.M. ELECTRICAL CD., FRANKLIN REALTY INC., & PEDPLE'S TRUST BANK for CIVIC CENTER PARKING GARAGE including EXHIBITS "A", "B", & "C". ---------- 8-12

(LEASE) Between CITY & I.M. ELECTRICAL CO. for CIVIC CENTER PARKING GARAGE. ---------- 8-13

(LEASE) Between CITY & PEOPLE'S TRUST BANK for FT. WAYNE MUNICIPAL PARKING GARAGE. (CIVIC CENTER PARKING GARAGE) ---------- 8-14

(LEASE) N/E 1/4 of SECTIDN 25, TWP. 31 NORTH, RANGE 12 EAST to KENNETH L. KELLER, SIDNEY E. BAKER III, ABELIA EPPS, MRS. S.A. WARNER, & PAUL HELMKE JR. ---------- 23-6, 47-1D

Agreement for professional services regarding BLUFFTDN RDAD ENVIRDMENTAL ASSESSMENTS. ---------- 28-13

Agreement for professional services regarding RUDISILL BLVD. ENVIROMENTAL ASSESSMENTS. ---------- 28-14

Recommendation from ST. LIGHTING ADMINISTRATOR to accept proposal & extension of T & F CONST. CD., on UNIT PRICE STREET LIGHTING MAINTENANCE CDNTRACT S-131-77. -------- 4D-25

Agreement for engineering services in connection with the preparation of STEP 3 GRANT APPLICATIDN. ---------- 45-28

Agreement for engineering services - AWT DESIGN, PHASE B - TASK #4. ---------- 45-29

Agreement for engineering services - AWTD, PHASE C, - TASK #4. ---------- 45-30

Agreement between CITY & MRS. THOMAS TRACEY, 24D5 BRDOKLYN AVE., for permission to construct 20 foot stone drive on LOT #3. ---------- 47-12

Agreement for engineering services - AWT DESIGN, PHASE C - TASK #5. ---------- 51-17

Utility Agreements from FDRT WAYNE WATER UTILITY, FORT WAYNE WATER POLLUTION CONTRDL UTILITY, FORT WAYNE ELECTRICAL ENGINEERING, GENERAL TELEPHDNE CD., NDRTHERN INDIANA PUBLIC SERVICE CD., & INDIANA & MICHIGAN permitting location of their facilities. ---------- 53-33

Agreement for professional services - ADVANCED WASTEWATER TREATMENT DESIGN, PHASE B - TASK #5. ---------- 8D-13

Agreement for professional engineering services - ADVANCED WASTEWATER TREATMENT DESIGN - PHASE C - TASK #3. ---------- 81-14

Agreement for professional engineering services - ADVANCED WASTEWATER TREATMENT DESIGN - PHASE C - TASK #6. ---------- 81-15

Contract between CITY & INDIANA UNIVERSITY to conduct a study investigating trace organics in the CITY'S process & drinking water. ---------- 82-26

Agreement between CITY & ALLEN CDUNTY HIGHWAY DEPT. for preparation of final plans for the EWING-WELLS-FAIRFIELD ST. BRIDGE. ---------- 88-12, 89-18, 179-21

Request from REDEVELDPMENT CDMM.to transfer title to property in Tract 3 of the WEST CENTRAL NEIGHNDRHDDD DEVELDPMENT - BRDADWAY BLDCK. ---------- 103-6

Received individual service Contract for apartment type buildings. ---------- 115-8

Agreement for partial work - FDRT WAYNE WATER TREATMENT PLANT ACCEPTANCE REQUEST. ----- 116-13

Agreement for professional services regarding CRESCENT AVE. ENVIRDMENTAL ASSESSMENT. ---------- 123-15, 165-26

Agreement for professional services regarding LAKE AVE. ENVIROMENTAL ASSESSMENT. ------ 123-16

Agreement between CITY & BUTLER, FAIRMAN, & SEUFERT, INC. for professional services for HDBSDN RD. CDNST. PRDJECT. ---------- 125-33

Agreement from GENERAL ELECTRIC CD., for agreement to fence in parking lot enclosing part of NELSDN ST., & various alleys. ---------- 126-41, 173-1, 186-1, 192-1

Agreement to purchase Real Estate from CITY of FORT WAYNE in TREMMEL's ADDITIDN. ------ 133-23

Agreement for professional services regarding LAKE AVENUE. ---------- 136-8, 165-25, 197-4, 22D-12

AGREEMENTS

CONTINUED

Agreement for engineering services - ADVANCED WASTEWATER TREATMENT DESIGN - PHASE B - TASK #6. ---------- 137-14

Agreement for engineering services - ADVANCED WASTEWATER TREATMENT DESIGN - PHASE C - TASK #7. ---------- 137-16

Agreement between CITY & ALLEN CO. COMM. for reconstruction of ST. JOE RD., from S.R. #37 to EVARD RD. ---------- 137-18

Request from AALCO DISTRIBUTING CO., for agreement to close portion of alley way between GRANT AVE., GLASGOW AVE., WASHINGTON BLVD., & WAYNE ST. ---------- 141-14, 15

Amendment to CITY'S Solid Waste Disposal Contract with NATIONAL SERV-ALL. "Change in cost of doing business & adding a fuel cost adjustment. (Sp. Res. 63-289-13) ------- 148-35

Revised traffic light Agreement from EDWARD ROSE. GOSHEN RD., & HARRIS RD. ---------- 148-38

Agreement for engineering services performed for WATER POLLUTION CONTROL PLANT EXP. --- 149-43

Agreement from ALLEN COUNTY HIGHWAY DEPT. where certain County Rds., will be maintained by City St. Dept., & certain City Streets will be maintained by County Highway Dept. ---------- 152-12

Real Estate Lease to JACK LAURIE CUSTOM FLOORS. LANTERNIER'S SUBDIVISION. ---------- 155-12

Real Estate Lease between CITY & JERRY DORAN AUTO PARTS - GRUBER AVE., - ST. MARY'S RIVER AREA. ---------- 163-6

(LEASE) Between BOARD OF COMM. & CITY, & CITY UTILITIES for cost of maintenance & operations of parking, parking garage, & walk areas. ---------- 166-28

Agreement for professional services regarding ARMORE - HILLEGAS CORRIDOR. ---------- 178-16

Agreement with J. FRANK DOORILL for consulting services with the CITY of FORT WAYNE for the calendar year of 1980. ---------- 179-20

CONRAIL Force Account Agreement in regard to WELLS STREET BRIDGE. ---------- 194-9

Agreement to purchase Real Estate from CITY by LEE M. HEATH & GERALD DAFFORN for property known at 1235 MAUMEE AVE. ---------- 197-7

Invoice of TURNBELL-GREEN & ASSOC. INC. in connection with Railroad agreement. WASHINGTON, GLASGOW, LUMBARD. ---------- 208-7

Invoice of TURNBELL-GREEN & ASSOC. INC. in connection with Railroad agreement. VAN BUREN, BROOKLYN, NUTTMAN. ---------- 208-9

Between CITY & COUNTY for charges of updating the survey on ST. JOE RD. (S.R. #37) to EVARD ROAD.) ---------- 220-14

Between CITY & COUNTY - ST. JOE ROAD PROJECT. ---------- 221-18

Between CITY & CLEARWATER UTILITIES for TREATMENT of WASTEWATER. (WASHINGTON TWP.) ---------- 226-2

Between CITY & DIVERSIFIED UTILITIES, INC. for TREATMENT of WASTEWATER. (ST. JOE TWP.) ---------- 226-3

Between CITY & DIVERSIFIED UTILITIES, INC. for TREATMENT of WASTEWATER. (ADDITE & WAYNE TWP.) ---------- 226-4

Between CITY & DIVERSIFIED UTILITIES, INC. for TREATMENT of WASTEWATER. (ST. JOE TWP.-MAYSVILLE ROAD PUMPING STATION) ---------- 226-5

Between CITY & SEWAGE UTILITIES of INDIANA, INC. for TREATMENT of WASTEWATER. (PINE VALLEY - PERRY TWP.) ---------- 226-6

Between CITY & HNT&B. Additions & Improvements to the WASTEWATER FACILITIES. --------- 243-14

BIDS INVITATIONAL

WILDWOOD, TECUMSCH, RIVERMET, SHERMAN, GREENLAWN AVENUE, & SHERMAN BLVD.
Hipskind Asphalt Corporation ---------- $2,219.50 ---------- 3-19

2320 BRDADWAY (Emmaus Luthern Church)
Emil P. Holliday ---------- $5,310.50 ---------- 39-21

ELIZABETH STREET
Carrington & Associates Inc. ---------- $3,284.50 ---------- 44-20

1816 LYNN AVENUE, 4310 & 4314 FAIRFIELD AVENUE
Carrington & Associates Inc. ---------- $2,980.05 ---------- 51-19

SDUTH EAST CORNER WEST FDSTER PARKWAY & SDUTH WAYNE, LEXINGTDN & FAIRFIELD
Carrington & Associates Inc. ---------- $2,033.30 ---------- 51-20

LAKE AVENUE, LAVERN, 3216 VARSITY LANE, NORTH EAST CORNER VARSITY LANE,
CDLLEGIATE CDURT, 2526 & 2528 SOUTH ANTHDNY BLVD.
Carrington & Associates Inc. ---------- $4,924.00 ---------- 51-21

STATE, GDSHEN, CEDAR STREET, 1030 & 1038 ST. JDE BLVD.
Carrington & Associates Inc. ---------- $4,798.55 ---------- 52-22

BARNHART, RIDGEWDDD, CLINTON, & PLAZA DRIVE
Carrington & Associates Inc. ---------- $3,673.02 ---------- 69-11

NORTH CLINTON (North of St. Joe Road)
Arrow Fence Company ---------- $4,965.00 ---------- 74-15

AVALDN DRIVE, LOWER HUNTINGTON ROAD, & INTERSECTIDN of 2505 SHADY DAK DRIVE
Carrington & Associates Inc. ---------- $1,703.60 ---------- 107-4

TRINITY BLVD., DAVIS, & BEQUETTE
Carrington & Associates Inc. ---------- $4,162.00 ---------- 116-10

6617 CALHOUN STREET, 513 &517 FDURTH STREET, 2614 EAST DRIVE, 817 RUNNIDN,
2264 EASTBRODK DRIVE
Carrington & Associates Inc. ---------- $4,002.75 ---------- 116-11

5915 MDNARCH DRIVE, 1208 DODGE AVENUE, NDRTH EAST & NORTH WEST CDRNER PURDUE &
STANFDRD, NORTH SIDE DRIVE, 921 NUTTMAN AVENUE
Hipskind Concrete Corporation ---------- $2,524.35 ---------- 116-12

WASHINGTDN CENTER RDAD, NDRTH EAST CORNER of BARR & MADISON, SDUTH WEST CDRNER
PAULDING ROAD, & TURTLE CREEK DRIVE
Hipskind Concrete Corporation ---------- $4,511.35 ---------- 127-48

SDUTH EAST CORNER WEST FOSTER PARKWAY, SDUTH WAYNE, LEXINGTON, & FAIRFIELD
Carrington & Associates, Inc. ---------- $2,033.30 ---------- 137-13

4320 FAIRFIELD, SOUTH WEST CORNER BERRY & FAIRFIELD, SOUTH WEST CDRNER WEBSTER &
BRANNING, 1309 SDMMERSET
Carrington & Associates Inc. ---------- $ 980.95 ---------- 219-9

INTERSECTIDN AVDNDALE & SENATE, 4034 SDUTH PARK AVENUE, 4633 CRESTWDDD DRIVE
Carrington & Associates Inc. ---------- $4,577.80 (216.00) ---------- 231-15

LILLIAN & HENSCH INTERSECTION
Hipskind Concrete Corporation ---------- $2,774.35 ---------- 238-21

SOUTH WEST CDRNER CREIGHTDN & HDAGLAND, SDUTH WEST CDRNER McKINNIE & SDUTH PARK
DRIVE, 430 WEST PETTIT, 6604 BITTERSWEET, KENTUCKY, STATE, & 2201 REIDMILLER
Hipskind Concrete Corporation ---------- $2,889.24 ---------- 239-22

CABLE TELEVISION

Cable Television General Ordinance G-27-77. ---------- 9-19

Agreement between FORT WAYNE CABLEVISION, FORT WAYNE PUBLIC LIBRARY, & CITIZENS COUNCIL for PROGRAM DEVELOPMENT, INC. for Public Access Studio. ------- 39-18

Request from FORT WAYNE CABLEVISION to execute full release for all liabilities for cable-casting all messages, tapes, films or other materials. ---------- 148-36

CONSULTING ENGINEERS

BUTLER, FAIRMAN, & SEUFERT

For Project ACR-4-71 LR & S Project Number #10. St. Joe Road from S.R. #37 to Evard Road. ---------- 137-18

TURNBILL, GREEN, & ASSOCIATES, INC.

Railroad crossing Phase II - Anthony & Ardmore ---------- $13,962.00 ------- 17-13

Railroad crossing Group 3 - E. Washington Glasgow, & Lumbard-- 5,529.00 ------- 208-7, 231-12

Van Buren, Brooklyn, & Nuttman ---------- 3,375.00 ------- 208-9

OEEOS, OEOICATIONS, EASEMENTS, & GRANTS

Grants of Easements from WALTER E. & EMMA ROOENBECK in connection with LUOWIG PARK SANITARY SEWER. (Sewer Res. 878-79) ---------- 10-32

Release of Easement to WALTER E. & EMMA REOENBECK land affected. SW QUARTER of SECTION 14, TOWNSHIP 31 NORTH, RANGE 12 EAST. (Sewer Res. 878-79) ---------- 10-33

Encroachment & Release - PARKVIEW TERRACE AOOITION. ---------- 12-6

Request from Attorney MICHAEL H. KAST to release lein on LOT 58 in SOUTHOALE PARK AOOITION. ---------- 56-12

Third Amendment to Protective Convenants, Ristrictions & Limitations for ARLINGTON PARK, SECTION III. ---------- 77-13

Quit Claim Oeed - Part of WEST 1/2 of SECTION 8, TOWNSHIP 30 NORTH, RANGE 13 EAST. ---------- 104-17

Building Encroachment - ST. JOSEPH'S AOOITION. ---------- 115-5

Deed - HAMILTONS FOURTH AODITION. ---------- 131-16

Deeds - SAMUEL HANNA'S AOOITION. ---------- 133-24

Grant of Easement for STORM WATER SEWER at LEO HIGH SCHOOL. ---------- 137-19

Quit Claim Oeed in STURGIS AOOITION. ---------- 138-24

Encroachment Easement whereby HEFNER CHEVROLET, INC. is permitted to erect a fence following FOREST AVENUE. ---------- 141-18

Quit Claim Oeed - EWING-FAIRFIELO-WELLS STREET BRIOGE. ---------- 156-13, 157-24

Sign Encroachment Easement - OAIRY QUEEN, 2902 PARNELL AVENUE. ---------- 156-14

Releases & Quit Claims for Real Estate. BROAOWAY BLOCK. ---------- 159-5

Warranty Oeed - Real Estate described as EWING-FAIRFIELO-WELLS PROJECT. ---------- 171-28A, 171-28B, 172-28C, 172-28O, 172-31

Warranty Oeed - JOHN F. BERCOT & OANIELLA E. BERCOT convey & warrant Real Eastate. EWING-FAIRFIELO-WELLS STREET BRIOGE. ---------- 185-11, 185-12

City grants to STANLEY J. GOEGLEIN & SHIRLEY A. GOEGLEIN Encroachment onto MAUMEE AVENUE & KING STREET. ---------- 217-12

City grants to STONERS MAGIS SHOP an Encroachment of the building at 712 SOUTH HARRISON. ---------- 230-6

FEOERAL GRANTS

Sewage Grant Number #C-180599-01 - SELECTION COMMITTEE for a CONSULTING ENGINEER. (Lakeside Study Area) ---------- 236-7

PETITIONS-ALLEYS T. SDW. & CURBS

PETITIONS SEWERS

DEEDS, DEDICATIONS, EASEMENTS, GRANTS

FEDERAL GRANTS

MISCELLANEOUS

MISCELLANEOUS

Request from OREIBELBISS ABSTRACT CO. for permission to hood meters. Purpose: Delivery of Material. ---------- 22-4

Request from F & M TILE CO. for permission to block off alley between CANOY VILLAGE & SHAVER PEN & PENCIL SHOP. Purpose: Replace 2 broken pieces of tile. ---------- 25-16

Request from AVALON PLACE CIVIC ASSOC. for permission to hold parade on August 30, 1979. Purpose: Bicycle Parade. ---------- 27-10

WRITE-OFF of CITY UTILITIES UNPAIO MISCELLANEOUS ACCOUNTS RECEIVABLE. ---------- 28-20

Request from FORT WAYNE FIRE DEPT. for permission to hold parade on Sept. 1, 1979. Purpose: 140th Anniversary. ---------- 34-12

Request from M.O.A./Stephen Turner for permission to hold parade on Sept. 3, 1979. Purpose: Walk - M.O.A. ---------- 35-14

Request from UNITED KLANS-of-AMERICA for permission to hold parade on Sept. 9. 1979. Purpose: Pass out Anti-Drug Literature. ---------- 38-12

Request from HOLY TRINITY GREEK ORTHODOX CHURCH for permission to hold parade on Oct. 6, 1979. Purpose: Bike-a-Thon for Cooley's anemia. ---------- 40-23, 58-29

Received invoice of NORFOLK & WESTERN R. R. in amount of $156.13 for repair of main break at LOWER HUNTINGTON ROAD at N & W RAILROAD. ---------- 44-23

Received invoice of BERNARD T. PERRY in amounts of $17,354.06 for 1979 WPC Rate Review & $9,176.51 for Diversified Utilities. ---------- 44-24

Received invoice of D. M. SNYDER & ASSOC, in the amount of $2,400.00 for repair of parking garage structure. (INDIANA BANK BUILDING) ---------- 52-26

WRITE-OFF of CITY UTILITIES UNPAIO MISCELLANEOUS ACCOUNTS RECEIVABLE. ---------- 60-9

Received invoice of BIGGS ELECTRICAL CONST., INC. in the amount of $40,384. 00 covering work on SHERMAN & HIGH STREET TRAFFIC SIGNAL. ---------- 61-17

Received invoice of MATERIALS INSPECTION & TESTING, INC. in the amount of $1,300.00 covering 1979 resurfacing program - MIT VISCOSITY TESTS. ---------- 61-18

Received inspection report of NORTHEASTERN CONST. CO., in the amount of $8,462.50 for SHORDON ESTATES, SECTION IV WATER MAIN-PHASE I. ---------- 61-21

Revise Water Main & Water Service Materials Standards & Conditions for the installations of Transmission & Distributions Mains. ---------- 63-5

Received invoice of FAB-WELD in the amount of $723.00 covering material used in repair of MECHANIC STREET BRIDGE. ---------- 64-10, 69-13

Received invoice from MIT in the amount of $2,550.00 for MIT MARSHALL VERIFICATION TEST for 1979 resurfacing program. ---------- 69-7

Alley restoration - first alley east of FAIRFIELD & NORTH of PASADENA. ---------- 69-12

Received the withdrawal of DEAN F. CUTSHALL for CIVIC CENTER PARKING GARAGE. ---------- 71-2

Policy & procedure for installation & collection of costs for new water service. ---------- 82-23

Received invoice of FRANK CONST. CO. in the amount of $100.00 for curb replacement at 2809 E. MAPLE GROVE. ---------- 89-14

Request from ST. FRANCIS COLLEGE MISSION CLUB for permission to hold parade. Purpose: Raise money for mission. ---------- 91-5

Request from INTERNATIONAL FREE & ACCEPTED MODERN MASONS for permission to hold parade on Oct. 13, 1979. Purpose: Benefit building funds. ---------- 91-6

Request from CALVARY BOOK STORE for permission to hold parade on Oct. 20, 1979. Purpose: 5000 meter run to promote record. ---------- 92-7

Received invoice from HIPSKIND ASPHALT CORP. in the amount of $1,940.45 for the repair of storm sewer pipe at NW corner of ELMER & SHERMAN. ---------- 97-12

Received invoice from IRMSCHER & SONS, INC. in the amount of $100.00 for misc. const. at SW corner of MONROE & HAMILTON. ---------- 97-13

WRITE-OFF of CITY UTILITIES UNPAIO MISCELLANEOUS ACCOUNTS RECEIVABLE. ---------- 99-4

Request from AMERICAN LEGION POST #47 for permission to hold parade on Nov. 10, 1979. Purpose: Veterans Day Parade. ---------- 109-16

Received invoice of HIPSKIND ASPHALT CORP. in the amount of $1,600.00 for const. of new catch basin on SW corner of SHERMAN & ELMER STREET. ---------- 123-18

Received invoice of EMIL P. HOLLIDAY in the amount of $1,751.00 covering removal & repair of NW corner & SW corner of SCOTT & BROADWAY. ---------- 123-19

Received invoice of EMIL P. HOLLIOAY in the amount of $1,998.87 covering replacement of sidewalk adjacent to EMMAUS LUTHERAN CHURCH. ---------- 123-20

WRITE-OFF of CITY UTILITIES UNPAIO MISCELLANEOUS ACCOUNTS RECEIVABLE. ---------- 130-5

Received invoice of CARRINGTON & ASSOC. INC., in the amount of $3,541.06 for misc. repairs on LEWIS & SUMMIT, STATE & GOSHEN, & 1030 & 1038 ST. JOE BLVO. ---------- 130-8

Request from James R. Teasdale for permission to hold a parade on Nov. 23, 1979. Purpose: Protest Iranian situation. ---------- 134-30

Received invoice from ARROW FENCE CO. INC., in the amount of $415.00 for installation of quardrail on FAIRMONT STREET. ---------- 145-14

Request from THARP HEATING & AIR CONOITIONING for permission to hood meters. Purpose: Installing a new furnace. ---------- 150-50

Request from Johnathan Shaw for permission to hold parade on Oec. 18, 1979. Purpose: Pro American Rally-Iranian Situation. ---------- 152-7

Minor drainage problem at 6315 OURANGO ORIVE, VALLEY PARK FOREST, SECTION C. ---------- 156-16

Request from Jim Schneider for permission to hood meter. Purpose: For Xmas Shoppers. ---------- 159-11

WRITE-OFF of CITY UTILITIES UNPAID MISCELLANEOUS ACCOUNTS RECEIVABLE. ---------- 163-10

Received invoice of BERCOT-GIBSON CONST. CO.INC., in the amount of $7.175.09 to clean up gasoline leak at BASS & FAIRFIELO. ---------- 165-24

Request from Joyce Grotian for permission to hold parade on Oec. 20, 1979. Purpose: Christmas Caroling. ---------- 166-32

Request from ALLEN COUNTY RIGHT to LIFE for permission to hold parade on Jan. 19, 1979. Purpose: Commemorate Superior Court Oecision. ---------- 182-7

Received claim from NORTHWEST ALLEN COUNTY SCHOOLS in amount of $85,163.25 for over-sizing & tap extension required for CARROLL HIGH SCHOOL SANITARY SEWER. ---------- 188-7

Received invoice of JOHN HARTMAN CO. in the amount of $1,038.22 for GRABER OEVELOPMENT NORTH of WOOOMONT. ---------- 189-11

Received invoice of HIPSKINO ASPHALT CORP. in the amount of $4,511.35 for work performed on misc. projects. WASHINGTON CENTER RO., NE corner of BARR & MADISON, & SW corner PAULOING RO., & TURTLE CREEK ORIVE. ---------- 189-14

WRITE-OFF of CITY UTILITIES UNPAIO MISCELLANEOUS ACCOUNTS RECEIVABLE. ---------- 198-14

Reimbursement of $112.50 to RICHARO & OEBRA ASH, 724 VANCE AVE., for replacement of 83 lineal foot of sidewalk. ---------- 198-15

Request from FORT WAYNE WORKERS for the BLINO for permission to sell miniature white canes on April 14, 1980. Purpose: Emergency aid for the Needy Blind. ---------- 206-8

MRS. CAROL A. FERREE - permission to use a City Lot for GARDENING PURPOSES ONLY. ------ 210-22

Request from Pat Sheldon for permission to hood 15 meters on April 10, 1980. Purpose: Mayor's Roundtable. ---------- 222-26

Request from NIPSCO to hood meters. Purpose: Open cutting for main. ---------- 225-8

WRITE-OFF of CITY UTILITIES UNPAIO MESCELLANEOUS ACCOUNTS RECEIVABLE. ---------- 231-13

Request from MIDWEST CAULKING to hood all meters March 20, 1980. Purpose: Pointing of stone work. ---------- 235-5

Received interim specification for the installation of PVC (plastic) Sanitary Sewer pipe in City's Sanitary Sewer System. ---------- 238-18

Received invoice in amount of $6,608.99 covering final payment on Project No. M-7060 (2) TILLMAN ROAO. ---------- 238-20

Request from CMS ROOFING to hood meter #502, March 20, 1980. Purpose: Install roofing at Lutheran Hospital. ---------- 239-23

Request from FORT WAYNE URBAN LEAGUE, for permission to hold parade March 25, 1980. Purpose: Protesting remarks by Roy J. Schomburg. ---------- 239-26

WALTER & HELEN B. FOSTER - permission to use a City Lot for GARDENING PURPOSES ONLY. ---------- 240-2

HOWARD & ILEANE C. LECLAIRE - permission to use a City Lot for GARDENING PURPDSES ONLY. ---------- 240-3

LARRY WILKS - permission to use a City Lot for GARDENING PURPOSES ONLY. ---------- 240-4

Request from TRUE LOVE MISSIONARY BAPTIST CHURCH for permission to hold parade on April 10, 1980. Purpose: Bike-A-Thon. ---------- 244-20

JOSEPH HAIFLEY - permission to use a City Lot for GARDENING PURPOSES ONLY. ---------- 245-22

Request from NORTHCREST LITTLE LEAGUE for permission to hold parade on May 10, 1980. Purpose: Opening day of little league. ---------- 245-23

Received invoice from MOELLERING CONST. CO. INC., (City's 90% share with State Highway Comm.) re: NUTTMAN AVE., BROOKLYN, & VAN BUREN STREET & NORFOLK & WESTERN RAILROAD CROSSINGS. ---------- 151-2, 151-3, 151-4

Releases & discharges of CIVILLIAN CONST. CORP., & AETNA CASUALTY & SURENTY CO., from floor damages, defects, & deterioration resulted at SENIOR CITIZEN CENTER, W. MAIN STREET. Full settlement of $3,238.57. ---------- 203-18

PETITIONS

ALLEYS

2116-2224 JULIETTE AVE. ---------- 50-9

STREETS

ARROW DRIVE from ENGLE ROAD ---------- 128-58

7207-7221 BAER ROAD ---------- 61-24

CALIFORNIA AVE. from STATE ST. to LAKE AVE. ---------- 136-10

4DDD Block to 4300 Block of CENTRAL DR. ---------- 56-14

E. CONGRESS AVE. from 3208 CONGRESS at HESSEN CASSEL to 3525 CONGRESS at WAYNE TRACE ---------- 238-15

DAVIS ST. (maintaining as a brick st.) ---------- 141-13

JULIETTE AVE. from 2116-2224 ---------- 50-9

LOFTON WOODS III (Landover Place, Highgate Place, Duprey Drive Areas) ---------- 118-10

LOUGH NEST from NORTH WASHINGTON RD. ---------- 156-19

OLD MAYSVILLE RD. & CARIBE COLONY ---------- 63-6

2DDI ONTARIO CIRCLE to 2074 ONTARIO CIRCLE ---------- 56-13

PARNELL AVE. from KENWOOD NORTH to the BRIDGE ---------- 238-17

PLAZA DR. from RUDISILL to MCKINNIE AVE. ---------- 50-10

3700 Block of REED ST. from RUDISILL BLVD. to GREER ST. ---------- 238-16

TRENTMAN from QUEEN ST. to TURPIE ---------- 216-9

SIDEWALKS & CURBES

S. ANTHONY BLVD. from FAIRFAX AVE. to FIRE STATION ---------- 46-5

CALHOUN & BERRY ST. ---------- 123-17

2234 & 2238 N. CLINTON ST. ---------- 20-9

4633 CRESTWOOD ---------- 3-21

corner of HANNA & DOUGLAS ST. ---------- 70-16

JONES ST. from COLLEGE to NELSON ST. ---------- 156-18

KENWOOD between RALSTON & CAREW ST. ---------- 112-9

KINSMOOR ST. from SOUTH WAYNE AVE. to FAIRFIELD AVE. ---------- 29-22

MCKINNIE AVE. - NORTH side from SOUTH PARK, WEST, to first alley EAST of HANNA ST. ---------- 50-8

3202-3212 MONROE ST. & 500 Block on DALMAN AVE. ---------- 39-20

525 NUTTMAN AVE. ---------- 238-14

PETITIONS

SEWERS

LIBERTY DR. from LOWER HUNTINGTON RD. to BLUFFTON RD. (LIBERTY GARDEN ADDITION) ---------- 61-23

MORELL DR. from SANDPOINT RD. ---------- 104-19

PLYMOUTH RD., BURNEAL STREET, FERNDALE DRIVE, HAMPSHIRE DRIVE, & STELLHORN RD. from WYANDOTTE DRIVE to WOODVIEW MANOR APTS. ---------- 219-6

RANCHWOOD PHASE III - NORTH of TRIER - SOUTH of SAND RIDGE - EAST of ELWOOD & WEST of REED ---------- 216-10

TRIER RD. & BUESCHING DRIVE from WYANDOTTE to BUESCHING DRIVE (RANCHWOOD ADDITION) ---------- 31-2

WATER

CLEVELAND, VERNON, GREENVIEW AVENUES, & SANDPOINT ROAD ---------- 231-11

KELMAR DRIVE ---------- 239-25

LUDWIG PARK ADDITIONS ---------- 56-18

MORELL DRIVE from SANDPOINT ROAD ---------- 104-18

OLLADALE DRIVE from BETTY AVENUE ---------- 219-8

PLATS

ARLINGTON PARK, SECTION XIII ---------- 39-16

ARLINGTON PARK, SECTION XII ---------- 43-14

BLACK CREEK ESTATES ---------- 39-17

BLUE CREEK ---------- 150-49

COVINGTON CREEK PROFESSIONAL VILLAGE ---------- 147-34

ENGLE RIDGE INDUSTRIAL PARK, SECTION C ---------- 96-7

LAKE RIVER ESTATES EAST, SECTION I ---------- 140-6

NEWFIELD EXTENDED, SECTION I ---------- 197-6

SCOTIA, SECTION II ---------- 219-5

SHANNONSIDE, SECTION II ---------- 242-7

SLOCUM PLACE, SECTION I ---------- 50-7

SPY RUN MANOR ---------- 43-15

SUMMERFIELD, SECTION I ---------- 20-7

VERSAILLES VILLAGE ---------- 73-14

VILLAS of the MARKETPLACE ---------- 89-15

WINTERSET RIDGE ---------- 164-19

WOODLANDS of RIVERSIDE ---------- 77-7

WOODMONT OAKS ---------- 69-15

PRELIMINARY PLANS

FAIRFAX from FAIRFIELD to SOUTH WAYNE AVE. ---------- 209-14

NORTHEAST corner of ILLINOIS RD. & LINDENWOOD AVE. ---------- 219-7

PROJECT DRIVE ---------- 243-12

PURCHASE ORDERS

CITY UTILITIES

1248	ALL PHASE ELECTRICAL	$ 5,040.00		2-8
1258	VR MYERS PUMP CO.	3,374.00		8-18
1271	GLADIEUX	Blanket		10-31
1272	SMITH PETROLEUM	Blanket		10-31
1273	SUPERIOR ENERGY	Blanket		10-31
1274	INDLAND OIL	Blanket		10-31
1275	LASSUS FUEL	Blanket		10-31
1276	SUMMIT CITY STANDARD	Blanket		10-31
1281	INDUSTRIAL FUEL OILS INC.	$ .5798/gal		10-30
1294	MAY STONE & SAND CO.	4.50/ton		21-18
1295	ALLIED CHEMICAL CORP.	104.79/ton		20-11
1350	I.B.M. CORP.	16,395.00		52-28
1352	I.B.M. CORP.	2,772.00		56-15
1393	INTERNATIONAL HARVESTER	19,101.56		72-25
1411	J.C. GRIPP ASSOCIATE	56,096.00		80-6
1432	INDUSTRIAL TRACTOR EQUIPMENT CO.	13,066.00		100-7
1443	CENTRAL SUPPLY CO.	Blanket		105-25
1445	WEISS MACHINERY CORP.	$ 59,205.00		105-26
1451	HUSKY INDUSTRIES	425.95/ton		115-6
1452	ULRICH CHEMICAL, CORP.	.15/lb		115-6
1453	CITIES SERVICE CO.	96.00/ton		115-6
1454	MARBLEHEAD LIME CO.	54.33/ton deliv.		115-6
1455	VAN WATERS & ROGERS	.8865/lb		115-6
1456	HERBERT VERKAMP CHEMICAL CO.	135.00/cwt.		115-6
1457	ULRICH CHEMICAL CO.	16.29/cwt deliv.		115-6
1458	ULRICH CHEMICAL CO.	$ 136.86/ton deliv.		115-6
1459	ULRICH CHEMICAL CO.	136.86/ton deliv.		115-6
1461	CROWN BATTERY	Blanket		108-9
1462	NATIONAL MILL SUPPLY	Blanket		108-9
1463	ANTHONY WAYNE MOTORS	Blanket		108-9
1465	R.P.S. PRODUCTS, INC.	Blanket		108-9
1467	AERO OIL CO. of FORT WAYNE	Blanket		113-16
1468	INDLAND OILS, INC.	Blanket		113-17
1469	ALLEN COUNTY TIRE STORE	Blanket		113-17
1470	GENERAL TIRE CO. INC.	Blanket		113-17
1471	McMAHON TIRES	Blanket		113-17
1515	U.S. PIPE & FOUNDRY CO.	$ 88,666.35		125-35
1516	TREATY CO.	25,253.40		125-35
1521	SUMMIT CITY STANDARD	Blanket	(513,464.70)	125-37
1522	SMITH PETROLEUM	Blanket	(513,464.70)	125-37
1523	LASSUS BROTHERS	Blanket	(513,464.70)	125-37
1524	SUPERIOR ENERGY	Blanket	(513,464.70)	125-37
1525	INDLAND OILS	Blanket	(513,464.70)	125-37
1526	McINTOSH OIL CO.	Blanket	(513,464.70)	125-37
1528	TREATY CO.	$ 25,253.40		125-36
1529	UNDERGROUND PIPE & VALVE	13,375.00	est.	125-38
1530	TREATY CO.	10,158.00	est.	125-38
1535	VR MYERS PUMP	55,515.00	est.	126-39
1539	McVEY - MIDLAND PIPE	62,100.00		131-12
1541	HEFNER CHEVROLET INC.	5,000.00		130-11
1542	HEFNER CHEVROLET INC.	13,842.00		130-11
1543	HEFNER CHEVROLET INC.	10,000.00		130-11
1551	PAUL C. BRUDI STONE & GRAVEL INC.	Blanket		131-13
1552	MIDWEST AGGREGATES CORP.	Blanket		131-13
1553	KLINK TRUCKING, INC.	Blanket		131-13
1554	MAY STONE & SAND INC.	Blanket		131-13
1556	CANYON SAND & GRAVEL INC.	Blanket		131-13
1617	L.W. DAILEY, INC.	$ 12,210.80		164-18
1630	HEFNER CHEVROLET, INC.	8,600.00		165-27
1631	HEFNER CHEVROLET, INC.	8,600.00		165-27

CIVIL CITY

03555	CARRINGTON & ASSOCIATES, INC.	$ 864.00		13-9
03619	WAYNE ASPHALT & CONST. CO.	7,875.00		146-17
03628	DAILEY ASPHALT PRODUCT CO.	1,162.60		140-9
03629	DAILEY ASPHALT PRODUCT CO.	9,839.48		140-10
03652	NORTHWESTERN INDUSTRIAL CONTRACTOR	4,995.00		28-17
03796	CARRINGTON & ASSOCIATES	2,200.00		13-8
05093	CARRINGTON & ASSOCIATES	2,764.00		9-22
05105	WAYNE ASPHALT & CONST. CO.	8,333.95		20-12
05208	ROBERT HOUSER	3,793.50		128-56
06615	BIGGS ELECTRICAL CONST.	16,756.00		20-10
06657	MIDWEST CAULKING	4,964.00		104-11

CIVIL CITY - CONTINUED

06679 -- CARRINGTON & ASSOCIATES	$ 4,768.00		103-9
06682 -- CARRINGTON & ASSOCIATES	4,891.25		103-10
06683 -- CARRINGTON & ASSOCIATES	2,842.50		146-15
06689 -- FAB-WELD, INC.	723.00		64-10
06690 -- ROBERT J. HOUSER	977.00		12-5
06717 -- CARRINGTON & ASSOCIATES	1,645.00		69-12
06735 -- HEAVY CONSTRUCTION INC.	4,965.00		28-15, 74-17
06736 -- HEAVY CONSTRUCTION INC.	4,980.00		28-16
06745 -- EMIL P. HOLLIDAY	1,998.87		123-20
06749 -- CARRINGTON & ASSOCIATES	3,284.50		177-9
06754 -- CARRINGTON & ASSOCIATES	2,980.05		130-9
06755 -- CARRINGTON & ASSOCIATES	3,541.06		130-8
06756 -- CARRINGTON & ASSOCIATES	4,924.00		104-12
06757 -- CARRINGTON & ASSOCIATES	2,033.30		137-13
06769 -- EMIL P. HOLLIDAY	1,751.00		123-19
06786 -- ARROW FENCE COMPANY	4,965.00		145-8
06793 -- SEASTROM, INC.	$ 11,500.00		57-25
06802 -- AERO OIL CO. of FORT WAYNE	Blanket		113-16
06803 -- INDLAND OIL, INC.	Blanket		113-16
06805 -- GLADIEUX	Blanket		10-31
06806 -- SMITH PETROLEUM	Blanket		10-31
06807 -- SUPERIOR ENERGY	Blanket		10-31
06808 -- INDLAND OIL	Blanket		10-31
06809 -- LASSUS FUEL	Blanket		10-31
06810 -- SUMMIT CITY STANDARD	Blanket		10-31
06874 -- RIES EQUIPMENT CO.	$ 24,950.00		35-17
07005 -- HEFNER CHEVROLET INC.	7,873.00		130-11
07006 -- HEFNER CHEVROLET INC.	10,000.00		130-11
07009 -- SUMMIT CITY STANDARD	Blanket	(513,464.70) --	125-37
07010 -- SMITH PERTOLEUM	Blanket	(513,464.70) --	125-37
07011 -- LASSUS BROTHERS	Blanket	(513,464.70) --	125-37
07012 -- SUPERIOR ENERGY	Blanket	(513,464.70) --	125-37
07013 -- INDLAND OILS	Blanket	(513,464.70) --	125-37
07014 -- McINTOSH OIL CO.	Blanket	(513,464.70) --	125-37
07034 -- KLINK TRUCKING, INC.	Blanket		131-13
07035 -- MIDWEST AGGREGATES	Blanket		131-13
07036 -- MAY STONE & SAND, INC.	Blanket		131-13
07037 -- PAUL C. BRUDI STONE & GRAVEL, INC.	Blanket		131-13
07038 -- CANYON SAND & GRAVEL INC.	Blanket		131-13
07230 -- CROWN BATTERY	Blanket		108-9
07231 -- NATIONAL MILL SUPPLY	Blanket		108-9
07232 -- ANTHONY WAYNE MOTORS	Blanket		108-9
07233 -- RPS PRODUCTS, INC.	Blanket		108-9
07234 -- ALLEN COUNTY TIRE STORE	Blanket		113-17
07235 -- GENERAL TIRE CO. INC.	Blanket		113-17
07236 -- McMAHON TIRES	Blanket		113-17
07255 -- MOELLERING CONST. CO.	4,960.00		83-29, 136-9
07267 -- IND. CONST. CO. INC.	880.00		123-17
07278 -- CARRINGTON & ASSOCIATES	4,577.80	(216.00) ------	97-17
07286 -- CARRINGTON & ASSOCIATES	1,703.60		178-13
07291 -- HIPSKIND ASPHALT	7,844.94		116-9
07292 -- CARRINGTON & ASSOCIATES	4,162.00		177-10
07293 -- CARRINGTON & ASSOCIATES	3,082.75		177-12
07294 -- HIPSKIND CONCRETE CORP.	2,524.35		116-12
07310 -- HIPSKIND CONCRETE CORP.	4,511.35		127-48
07323 -- LEEPOXY PLASTICS	735.00		131-14
07324 -- L.W. DAILEY INC.	944.16		131-15
07334 -- L.W. DAILEY INC.	1,986.40		136-6
07339 -- CARRINGTON & ASSOCIATES	1,540.00		140-7
07868 -- T&G EXCAVATING, INC.	3,762.85		198-12
07924 -- CARRINGTON & ASSOCIATES	1,596.24		208-11
07925 -- CARRINGTON & ASSOCIATES	2,810.80		208-12
07956 -- HIPSKIND CONCRETE	2,774.35		238-21
07957 -- HIPSKIND CONCRETE	2,889.24		239-22
08030 -- DEHAVEN CHEVROLET	21,113.40		207-4

EMERGENCY RESOLUTION NUMBERS

63-289-13 ----- "CHANGE in COST of OOING BUSINESS & AOOING a FUEL COST AOJUSTMENT. ----- 148-35

65-5-25 ------- CONRAIL FORCE ACCOUNT AGREEMENT in regard to WELLS STREET BRIOGE. ------ 194-9

65-308-4 ------ WATER POLLUTION CONTROL PLANT FLOOO OAMAGE. ---------- 9-24, 82-22, 156-20, 157-21, 157-22, 157-23

66-158-30 ----- Construction of Water Main on HESSEN CASSEL ROAO from TILLMAN ROAD southward to LINOEN ORIVE. ---------- 52-27

67-189-14 ----- CIVIC CENTER PARKING GARAGE. ---------- 31-1, 71-7, 71-2, 73-7, 85-1, 87-5, 89-19, 95-6, 127-51, 141-16, 141-17, 147-32, 147-33, 170-17, 180-27, 202-15, 202-16, 243-13

68-11-35 ------ WATER PIPE for WATER SERVICE OEPARTMENT. ---------- 11-35

68-12-4 ------- FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public street. "THE WOODLANOS of RIVERSIOE". ---------- 12-4

68-21-18 ------ HURSHTOWN RESERVOIR crushed stone. ---------- 21-18

68-44-21 ------ FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public alley. NORTH/SOUTH ALLEY between HARRISON & CALHOUN ST., EAST/WEST ALLEY between MAIN STREET & THE LANOING. ---------- 44-21

68-44-12 ------ FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public Utility Easement. SECTION I, CRESTWOOO COLONY. ---------- 44-22

68-47-9 ------- Special Sewer Permit for construction of Storm Sewer for VERSAILLES VILLAGE. ---------- 111-6

68-64-12 ------ FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public alley. OUBOIS STREET, PENNSYLVANIA STREET, & EAST of the alley-way between WABASH & OUBOIS. ---------- 64-12

68-70-17 ------ FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public street. LINOEN AVENUE to west line of STEISS. ---------- 70-17

68-78-17 ------ COX BROAOCASTING CORPORATION now owns the stock in FORT WAYNE CABLE-VISION. BOARO of WORKS consents to the transfer of COX BROADCASTING CORPORATION to GENERAL ELECTRIC COMPANY. ---------- 78-17

68-109-19 ----- Transfer title to "BROAOWAY BLOCK" property, TRACT THREE to FORT WAYNE REOEVELOPMENT COMMISSION. ---------- 109-19

68-114-4 ------ FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public alleys. NORTH/SOUTH from the NORTH right of way of JEFFERSON, to the SOUTH right of way of WASHINGTON STREET & the EAST/WEST alley from the EAST right of way of HARRISON STREET to the WEST right of way of CALHOUN. HANNA'S AOOITION. ---------- 114-4

68-119-13 ----- Agreement between CITY of FORT WAYNE & ALLEN COUNTY COMMISSIONERS for the construction of the FAIRFIELO-EWING-WELLS STREET BRIDGE. ---------- 119-13

68-119-14 ----- BOARO of PUBLIC WORKS has ordered the STREET LIGHTING DEPARTMENT to prepare bid documents for a new contract. ---------- 119-14

68-128-56 ----- BOARD of PUBLIC WORKS issued Purchase Order 4-05208 in amount of $3,793.50 to ROBERT HOUSER for repair of pavement at 2609 PRAIRIE GROVE AVENUE. After work was commenced additional deterioration had occured in this area. PUBLIC WORKS has declared an emergency exists for completing this street repair. ---------- 128-56

68-132-20 ----- Resolution of GOVERNING BODY of APPLICATION for MASTER SEWER SYSTEM PLAN of STUOY. ---------- 132-20

68-133-28 ----- Construction of the FAIRFIELD-EWING-WELLS STREET BRIDGE. CITY must provide funds for the RAILROAD FORCE ACCOUNT in the amount of $119,087.00. ---------- 133-28

EMERGENCY RES. NUMBERS
RESOLUTIO... SEWERS
LIGHTING
RESOLUTION WATER
SEWER TAP PERMITS & REIMBURSEMENT
SPECIAL SEWER ... AGREEMENTS & EXTEN...

EMERGENCY RESOLUTION NUMBERS - CONTINUED

68-142-20 ----- INDIANA GUNITE & CONSTRUCTION was awarded contract for the repair of the DIKES along ST. JOE BLVD. After construction was underway, it was discovered additional material in the amount of $40,114.00 would be necessary to restore DIKES to safe condition. ---------- 142-20

68-142-21 ----- FORT WAYNE WATER POLLUTION CONTROL Utility has a facility located on property of the CONSOLIDATED RAIL CORPORATION. RAILROAD is willing to enter into license agreement with the CITY & RAILROAD will permit facilities to be located on RAILROAD property. ---------- 142-21

68-143-22 ----- TILLMAN PARK-SOUTHTOWN MALL LIFT STATION SANITARY SEWER. (Sewer Resolution 305-78) ---------- 143-22

68-148-39 ----- FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public alley. First alley NORTH of STATE STREET form the EAST property line of BEACON STREET. ---------- 148-39

68-149-48 ----- Break occured in the discharge line coming out of the lime sludge pump. JOHN OEHNER, INC. submit bid of $19,000.00. BOARD of WORKS orders CITY UTILITIES to issue Purchase Order to JOHN OEHNER, INC. in the amount of $19,000.00 & to make said repair. ---------- 149-48

68-164-17 ----- Repair Sanitary Sewer in alley off of HANNA STREET between SUTTENFIELD & TABER STREET. WATER POLLUTION CONTROL MAINTENANCE to issue Purchase Order to L. W. DAILEY, INC,. in the amount of $12,210.80. ---------- 164-17

68-176-5 ------ FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public Utility Easement. The WEST 7 FEET of a 140 FOOT Utility Easement on the EASTERN boundary of LOTS 47 through 60 in LAKE FOREST ADDITION, SECTION I. ---------- 176-5

68-176-6 ------ FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public alley. The SOUTH one FOOT of the EAST 45 FEET of the EAST/WEST ALLEY, located in BLOCK 15, ROCKHILL HEIR'S ADDITION. ---------- 176-6

68-176-7 ------ FORT WAYNE CITY PLAN COMMISSION to hold vacationing of a portion of a street. Part of the NORTH/WEST QUARTER, SECTION 8, TOWNSHIP 30 NORTH, RANGE 13 EAST. ---------- 176-7

68-178-18 ----- Chairman of the BOARD of WORKS is designated to be the signatory on any instruments or documents pertaining to USEPA Grants for Sewage Works. ---------- 178-18

68-203-19 ----- Public Work policies per walks, curbs, street lights, & drives. --------- 203-19

68-211-2 ------ A piece of pavement on PAULDING ROAD West of ARLENE is sinking & dangerous. BOARD of WORKS orders CITY UTILITIES to issue Purchase Order to T & G EXCAVATING, INC. in the amount of $643.00 & make said repair. ---------- 211-2

68-224-7 ------ A 12" Sewer Main has collapsed at the rear of 929 LINCOLN AVENUE, & is sinking & dangerous. BOARD of WORKS orders CITY UTILITIES to issue Purchase Order to JOHN OEHNER, INC. in the amount of $6,800.00.---- 224-7

68-230-7 ------ FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public alley. The alley between PITTSBURG & PENNSYLVANIA STREET from the EAST line of the first alley EAST of DUBOIS STREET to the WEST line of WARREN STREET. ---------- 230-7

68-231-10 ----- FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public street. NORTH 14 FOOT of JOHNSON STREET EAST of CATALPA STREET to the JUNK DITCH. ---------- 231-7

68-232-19 ----- FORT WAYNE CITY PLAN COMMISSION to hold vacationing of public street. BRIGHT STREET EAST of LOT 496 in COMMERCIAL ADDITION, lying between LOTS 493, 494, 495, & 496. ---------- 232-19

RESOLUTIONS

ALLEYS - STREETS - SIDEWALKS

5726-76 (Alley) EMERSON & SPRING from STEUP to TYLER ---------- 2-10, 66-1, 77-6, 198-13

5756-77 (Resurfacing) FIRST DISTRICT - DIVISION STREET ---------- 61-16, 140-9

5775-77 EAST CENTRAL IMPACT AREA----------

5793-77 SPY RUN at OLD FORT ---------- 3-18

5797-78 JEFFERSON - MAUMEE - WASHINGTON PROJECT ---------- 18-21, 51-18, 64-11, 88-11, 124-23, 148-40, 165-23

5802-78 NEBRASKA IMPACT AREA, PHASE III ---------- 122-14

5805-78 (Resurfacing) 1ST & 2ND COUNCILMANIC DISTRICT ---------- 136-11, 194-7

5806-78 (Resurfacing) WINCHESTER ROAD ---------- 3-20

5807-78 (Resurfacing) 5TH & 6TH DISTRICT ---------- 140-10

5809-78 HANNA - CREIGHTON IMPACT AREA PHASE II ---------- 122-14

5812-78 OXFORD IMPACT AREA PART III ---------- 44-25, 106-31, 122-14, 123-21

5814-78 (Retainage) LAREZ IMPACT AREA, PHASE I ---------- 122-14, 148-37

5816-78 (Resurfacing) PONTIAC & CREIGHTON, extension to include NORTH BEND & WILLOWDALE ---------- 69-10, 81-18, 88-8

5817-78 (Resurfacing) CALHOUN STREET ---------- 69-6

5819-78 (Resurfacing) EWING & RUNNION AVENUE ---------- 74-16

5820-78 (Resurfacing) LAVINA - BROADWAY INTERSECTION ---------- 89-17, 146-17, 171-27

5821-78 (Resurfacing) BROADWAY ---------- 27-12, 27-13, 149-46

5824-78 (Repairing & Maintaining) INTERSTATE INDUSTRIAL PARK ---------- 155-11, 167-4, 174-1, 184-4, 219-4

5798-79 TILLMAN ROAD, SOUTH ANTHONY & HESSEN CASSEL ROAD AREA ---------- 1-4

5826-79 BLUFFTON ROAD & OLD TRAIL ROAD INTERSECTION ---------- 24-9, 69-9, 103-8, 124-24, 145-10, 147-29, 232-16

5827-79 NEBRASKA, NORTHWEST, WEST CENTRAL ---------- 8-15, 28-19, 57-21, 104-13, 104-14, 122-14, 145-13

5828-79 EAST CENTRAL, PHASE IV, HANNA - CREIGHTON PHASE III ---------- 57-22, 87-6, 122-14, 124-25, 145-7, 163-7, 163-8

5829-79 LAREZ NEIGHBORHOOD, PHASE II & OXFORD, PHASE IV ---------- 13-10, 39-19, 61-19, 82-27, 88-7, 123-14, 124-22

5830-79 (Retainage) PRODUCTION ROAD - LIMA ROAD INTERSECTION ---------- 45-32, 145-9

5831-79 LAKE AVENUE (HOBSON ROAD AREA) ---------- 2-13, 17-14, 57-20, 69-8, 124-26, 147-27, 149-47, 208-8

5832-79 (Elevation repair) COLLEGE STREET ---------- 16-12, 116-9, 147-28, 177-8, 180-8

5833-79 (Reconstruction) MAIN STREET, CALHOUN, & HARRISON ---------- 52-25, 57-19, 74-21, 82-20, 124-27, 131-14, 131-15, 140-8, 220-17

5834-79 (Demolitions) 1101, 1105, 1109 WELLS STREET ---------- 52-24, 104-15, 163-11, 198-10

5835-79 FERNHILL AVENUE ---------- 10-29, 28-18, 69-14, 88-9, 88-10, 107-5, 124,28, 128-57 145-6, 179-22, 188-4

5836-79 (Repairing) CITY COUNTY PARKING PLAZA ---------- 89-16, 125-34, 147-30, 178-17

RESOLUTION SEWER EASEMENTS

RESOLUTIONS SEWERS

LIGHTING

RESOLUTION WATER

SEWER TAP PERMITS & REIMBURSEMENT

SPECIAL SEWER PERMIT AGREEMENTS & EXTEN.

ALLEYS - STREETS - SIDEWALKS - CONTINUED

5837-79 (Welding) MECHANIC STREET BRIDGE ---------- 74-17

5838-79 (Sidewalk improvement) OSAGE STREET, BOONE STREET, & BURGESS --- 8-16, 20-13, 107-6, 217-13, 233-1, 236-6

5840-79 (Resurfacing) 2ND DISTRICT ---------- 57-23, 97-16, 146-16, 201-8, 208-6

5841-79 (Resurfacing) 1ST COUNCILMANIC DISTRICT ---------- 57-24, 81-19, 97-15, 147-26, 170-18, 208-5

5842-79 (Curbs Sdw. Drives) EDGEHILL AVENUE, WESTBROOK DRIVE, & JACOBS- 5-1, 26-4, 33-6, 60-12

5843-79 (Resurfacing) 3RD COUNCILMANIC DISTRICT ---------- 2-12, 146-22, 170-19

5844-79 (Resurfacing) 4TH COUNCILMANIC DISTRICT ---------- 3-14, 20-8, 146-21, 170-20

5845-79 (Resurfacing) 5TH COUNCILMANIC DISTRICT ---------- 17-18, 17-56, 96-9, 124-29, 146-24, 170-23

5846-79 (Resurfacing) McKINNIE AVENUE ---------- 17-19, 97-11, 124-30, 145-11, 170-21

5847-79 (Resurfacing) 6TH COUNCILMANIC DISTRICT ---------- 17-20, 56-16, 96-10, 124-31, 146-22, 170-22

5848-79 (Resurfacing) 5700 BLOCK of INDUSTRIAL ROAD ---------- 8-17, 26-5, 34-7, 60-14 125-32, 127-54

5849-79 (Resurfacing) OXFORD, MAIN STREET, BLUFFTON ROAD ---------- 21-15, 37-7, 42-7, 60-1 130-7, 146-18, 159-6, 171-26, 189-12

5850-79 (Resurfacing) CLINTON STREET, CALHOUN STREET, SPY RUN EXTENDED, WAYNE STREET ---------- 21-16, 38-8, 42-8, 60-1 137-12, 146-19, 159-7, 171-24, 244-15

5851-79 (Resurfacing) ANTHONY BLVD., MAUMEE AVENUE, RUDISILL BLVD. ---------- 21-17, 38-9, 42-9, 75-1 130-10, 146-20, 159-7, 171-25, 244-16

5852-79 (Resurfacing) ST. JOE BLVD., COLUMBIA STREET, McDOUGAL -------- 40-22, 55-5, 59-6, 93-1 142-20, 147-31

5853-79 (Demolition) 424 WEST SUPERIOR ---------- 47-7, 72-6, 83-30, 118-

5857-79 (Construction of Storm Sewer) NORTH WASHINGTON ROAD, NORTH WASHINGTON PLACE ADDITION, LOUGH NEST ---------- 140-12, 155-8, 158-1, 191-4

5858-79 (Demolishing) VOLUNTEERS Of AMERICA BUILDING ---------- 155-10, 168-5, 174-2, 1 189-9, 217-11

5861-80 (Improving concrete pavement) 2609,2627, 2705, 2727, 2804 WHITEGATE DRIVE ---------- 199-16, 207-3, 216-5, 2

5862-80 (Curb improvement) 2005 & 2015 KENTUCKY AVENUE ---------- 216-7, 224-5, 230-4

5863-80 (Sidewalk improvement) 2117 SHORT STREET ---------- 216-8, 224-6, 230-5

5864-80 (Construction curb & wingwalk) WOODWARD AVENUE between LAWNDALE & CURDES ---------- 237-9

5865-80 (Repair concrete pavement) FAIRFAX AVENUE, FAIRFIELD, SOUTH WAYNE ---------- 237-10

5866-80 (Guardrail) ILLINOIS ROAD, LINDENWOOD AVENUE ---------- 237-11

RESOLUTIONS

SEWER EASEMENT

165-79 --- WILKIE'S ADDITION SANITARY SEWER ---------- 151-1

168-79 --- RANCHWOOD, PHASE I ---------- 42-6, 84-1

171-80 --- SECTION 17, TOWNSHIP 31 NORTH, RANGE 13 EAST ---------- 243-10

172-80 --- SOUTH DELLWOOD PARK ADDITION ---------- 227-7

SEWERS

290-77 --- NORTH MAUMEE INTERCEPTOR, SECTION II ---------- 13-13, 13-14

302-78 --- KRUNGE PLACE ADDITION ---------- 43-16, 104-16, 164-15

304-78 --- COVINGTON - ARDMORE ---------- 149-45, 156-15, 198-11, 220-11

305-78 --- TILLMAN PARK - SOUTHTOWN MALL LIFT STATION ---------- 112-11, 112-12, 143-22

307-79 --- GREENDALE ADDITION, PART of GERKE'S TRIER ROAD ADDITION RANCHWOOD, PHASE I ---------- 19-4, 34-8, 6D-1D, 118-7, 158-2, 164-16, 181-2, 2D8-10, 22D-13

309-79 --- HARBER DITCH ---------- 113-15, 154-7, 243-11

877-79 --- WILKIE'S ADDITION SANITARY SEWER ---------- 151-1, 155-9

878-79 --- LUDWIG PARK SANITARY SEWER - DIVISION I & II ---------- 150-54, 168-6, 16[illegible]

STREET LIGHTING

125-77 --- CENTRAL BUSINESS DISTRICT STREET ---------- 13-7, 61-15, 83-28, 96-8

132-78 --- DEVONSHIRE DRIVE, MAPLE GROVE AVENUE to ASHCROFT DRIVE ---------- 3D-1, 37-5, 43-18

133-78 --- WEST CENTRAL, PHASE III ---------- 36-24, 36-25

134-78 --- VICTORIA PARK ADDITION ---------- 30-2, 37-6, 43-19

135-78 --- EAST CENTRAL PHASE III & PHASE IV ---------- 93-16, 99-3

136-78 --- NORTHWEST CENTRAL, PHASE III ---------- 36-23, 92-13

137-79 --- HARRISION HILL AREA ---------- 1-5, 7-6, 35-18, 193-5

138-79 --- SCHAPER DRIVE, MAPLE GROVE, WOODSDALE ---------- 138-2D, 181-1, 18[illegible] 192-2, 2D4-3, 2D5[illegible] 227-9

139-79 --- LOFTON WOODS AREA ---------- 13D-6, 141-15, 19[illegible]

140-8D --- NORTHWEST CENTRAL PHASE IV IMPACT AREA ---------- 236-8

WATER

1014-79 -- KELMAR DRIVE & SANDPOINT ROAD ---------- 216-6, 226-1, 24D[illegible]

1016-79 -- SHARON DRIVE, LUDWIG ROAD, & ROSENBECK DRIVE ---------- 22-1, 55-6, 59-5

1017-79 -- LUDWIG PARK DRIVE, SHARON DRIVE ---------- 194-6, 211-1, 242[illegible]

RESOLUTION SEWER EASEMENTS

RESOLUTIONS SEWERS

[illegible]TS

[illegible] LIGHTING

RESOLUTION WATER

SEWER TAP PERMITS & REIMBURSEMENT

SPECIAL SEWER PERMIT AGREEMENTS & EXTEN[illegible]

SEWER TAP PERMITS & REIMBURSEMENTS

WEISS SALES & LEASING	1501 INDUSTRIAL RD.	$1,615.64	127-
PETER K. McDONOUGH	8408 MANOR DR.	531.38	209-
GARY FELDHOUSE	1940 CHANTADA LANE	547.25	209-
PAYLESS CASHWAYS	7910 S. ANTHONY BLVD.	1,687.50	209-
D. J. CHICOTE	1426 GETZ ROAD	68.87	210-
KYLE HAVENS	1413 GETZ ROAD	78.44	210-
GRACE AVERY	1419 GETZ ROAD	121.18	210-
W. W. TROSTEL	6015 E. STATE BLVD.	2,104.32	210-
A. E. BECK	6109 E. STATE BLVD.	2,379.84	210-
CHARLES ROTH	6131 E. STATE BLVD.	2,379.84	210-
R. & V. FOX	6159 E. STATE BLVD.	2,399.84	210-
ROBERT KEENE	6035 E. STATE BLVD.	2,379.45	210-
R. E. WHITE	5933 E. STATE BLVD.	2,488.61	210-
THOMAS PATTISON	5965 E. STATE BLVD.	2,674.93	210-
H. & F. WEITZMAN	6083 E. STATE BLVD.	2,558.48	210-
ROBERT B. DEERMER	6049 E. STATE BLVD.	2,325.58	210-
CLARENCE H. DREYER	5330 KROEMER ROAD	2,500.00	242-

SPECIAL SEWER PERMITS, AGREEMENTS, & EXTENSIONS

AGREEMENTS

Agreement between CITY & WOODMONT REALTY. Total due of $12,933.78 will be paid $4,311.26 at time sewer permit is issued. $4,311.26 six months later & $4,311.26 six months thereafter. WOODMONT-OAKS SUBDIVISIONS SANITARY SEWER. ---------- 51-

Sewer Extension Agreement between CITY & A. D. DELEGRANGE CONST. INC., for construction of sewer known as ORCHARD WOODS, SECTION B. ---------- 52-

Agreement between CITY & NORTHWEST ALLEN COUNTY SCHOOLS for construction of sanitary sewer to serve area of CARROLL ROAD & BETHEL ROAD. ---------- 58-

Agreement for Sewer Extension between CITY & BROTHERHOOD MUTUAL INSURANCE CO., to construct a sanitary sewer known as LUDWIG ROAD SANITARY SEWER EXTENSION. ---------- 133-

Agreement for sewer extension between CITY & WEST BRIDGE CO., to construct a sanitary sewer to serve BRECONSHIRE, SECTION I. ---------- 98-

Agreement between CITY & CONSOLIDATED RAIL CORP. for one sanitary sewer pipe to cross railroad in connection with CARROLL HIGH SCHOOL SEWERS. ---------- 164-

Agreement between CITY & LEO-CEDARVILLE REGIONAL SEWER DISTRICT whereby LEO-CEDARVILLE REGIONAL SEWER DISTRICT will sell to the CITY a 15" gravity sewer line for $14,579.79. ---- 165-

Sanitary Sewage Treatment Agreement between CITY & CITY of NEW HAVEN whereby both parties waive the right to terminate WATER POLLUTION CONTROL TREATMENT Agreement dated 7/21/77.---- 170-

Sewer Extension Agreement between CITY & M & G PROPERTIES to construct BAER FIELD Sanitary Sewer Extension. ---------- 243-

SPECIAL SEWER PERMITS, AGREEMENTS, & EXTENSIONS

PERMITS

A. H. HEINE SEWER EXTENSION - A. H. Heine ---------- 98-20

ADAMS CENTER ROAD - MOELLER ROAD SANITARY SEWER - Shambaugh & Son, Inc. ---------- 169-9

ARDMORE PLAZA SANITARY SEWER - Yost Company, Inc. ---------- 36-22

11407 AUBURN ROAD SANITARY SEWER - T.G. Excavating, Inc. ---------- 165-22, 220-16

BAER FIELD SANITARY SEWER - Land Excavating, Inc. ---------- 169-14

BRECONSHIRE, SECTION I SANITARY SEWER - Westbrook Company, Inc. ---------- 93-18, 97-19

BRENTWDOD PLAZA APARTMENT SANITARY SEWER - Fox Contractors Corp. ---------- 17-17

BRDTHERHOOD PLACE - LUDWIG ROAD SANITARY SEWER - Shambaugh & Son, Inc. ---------- 138-31

BUTZ SUBDIVISION SANITARY SEWER - LOTS 80-82 - Keller Const. Co. ---------- 112-14

CARRDLL HIGH SCHOOL SANITARY SEWER - Land Excavating, Inc. ---------- 58-30

CIVIC CENTER RENEWAL PROJECT, BLOCK I - Bercot Inc. ---------- 202-10

COUNTRY KITCHEN - ST. JOE CENTER ROAD SANITARY SEWER - Oan Robert ---------- 181-3

6818 & 6822 DECATUR ROAD SANITARY SEWER - Keller Const. Co. ---------- 189-10, 237-13

ENGLE RIDGE CORP. SANITARY SEWER - Land Excavating, Inc. ---------- 220-15

ERIE HAVEN SANITARY SEWER - Hipskind Asphalt Corp.---------- 92-8

FRANKE PARK VILLA SECTION I & II SANITARY SEWER - John Hartman Const. Co. --------- 20-14

GRAVES TRUCKING - ARDMORE & LOWER HUNTINGTON ROAD SANITARY SEWER - Bill May ------- 104-20

HIGHLAND PARK ADDITION SANITARY SEWER, LOTS 79-86 - John Hartman Const. Co. ------- 163-12

KRDEMER ROAD SANITARY SEWER EXTENSION - R. W. Const. ---------- 193-4

MEEKS CDMMERCIAL ADDITION SANITARY SEWER ---------- 36-26

MIKE'S CAR WASH SANITARY SEWER - John Dehner, Inc. ---------- 231-14

NEWBERRY SECTION I SANITARY SEWER - A.D. Equipment Co. ---------- 50-14

NEWBERRY SECTION I OFF-SITE SANITARY SEWER - Bercot, Inc. ---------- 50-13

PAYLESS CASHWAYS SANITARY SEWER - Nobis Const. Co. ---------- 92-11

PINE VALLEY COUNTRY CLUB 12TH ADDITION SANITARY SEWER - John Hartman Const. ------- 48-20

RDGATE INDUSTRIES SANITARY SEWER - Bercot, Inc. ---------- 151-5

SENECA HILLS SECTION III SANITARY SEWERS - John Pelkington, Inc. ---------- 64-7, 64-8

3SID SHDAFF PARK RIVER DRIVE SANITARY SEWER - A.D. Delegrange ---------- 97-18

SHDAFF PARK RIVER ESTATES, SECTION B SANITARY SEWER - A. D. Delegrange ---------- 127-52

SHDAFF PARK RIVER ESTATES, SECTION C SANITARY SEWER - A. D. Delegrange ---------- 156-17

SDNGWODD, SECTION I SANITARY SEWER - John Hartman Const. Co. ---------- 61-20

4915 SPEEDWAY DRIVE SANITARY SEWER - John Dehner ---------- 234-8, 234-9

STANLEY SEWER EXTENSION - Eickhoff Excavating,Inc. ---------- 80-7, 209-16

STATES ENGINEERING CORP. SANITARY SEWER - All Star Const. & Excavating ---------- 92-9

STDNE POINTE VILLAGE SEWERS - Mid American Corp. ---------- 80-8

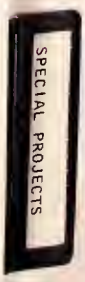
STDNEY CREEK OFFICE - MEISTER DEVELOPMENT CORP. - Land Excavating, Inc. ---------- 126-42

STDNEY CREEK PROFESSIONAL VILLAGE - Land Excavating, Inc. ---------- 126-45

SUMMERFIELD, SECTION I SANITARY SEWER - Northeastern Const. Co. ---------- 127-53

TANBARK, SECTION II ON-SITE SANITARY SEWER - John Hartman Const. Co. ---------- 126-44

TANBARK, SECTION II OFF-SITE SANITARY SEWER - John Hartman Const. Co. ---------- 126-43



PERMITS - CONTINUED

THURBER AVENUE CHURCH of CHRIST in WAYNEDALE SANITARY SEWER - Tim Evans Excavating -------- 82-24

UNIVERSITY PARK - SHIVE NURSING HDME PHASE II - Fox Contractors -------- 24-8

VERSAILLES VILLAGE SANITARY SEWER - John Hartman Investment Corp. -------- 47-8,

VERSAILLES VILLAS SANITARY SEWER - John Hartman Const. Co. -------- 169-

VICTDRY LIFE TEMPLE SANITARY SEWER - Morris Liechty -------- 35-20

VILLA of the MARKETPLACE, SECTIDN II - John Hartman Const. Co. -------- 165-

WELLS & NDRTHWAY SEWER EXTENSIDN - John Dehner Inc. -------- 157-

WESTWOOD VALLEY, SECTION I SANITARY SEWER - John Hartman Const. Co. -------- 93-17

WHEATRIDGE, SECTION I DFF-SITE SANITARY SEWER - Bercot, Inc. -------- 50-13
70-20

WINDSDR WDODS, SECTIDN I SANITARY SEWER - John Hartman Const. Co. -------- 81-16

WDODBRIDGE APARTMENTS SANITARY SEWER - Gene B. Glick -------- 105-

WDODMONT OAKS SANITARY SEWER - Graber Homes, Inc. -------- 231-

SPECIAL STREET PERMITS

BISQUE COURT -------- 51-6

BRADBURY AVENUE in BRIDGEDALE APARTMENTS - SECTION D -------- 157-

BRIDGEWATER DRIVE -------- 51-6

CEDAR CLEN DRIVE for STDNE POINT VILLAGE, PHASE I -------- 74-27

CLINIC CDURT, UNIVERSITY PARK ADDITIDN -------- 178-

EASTDN TRAIL -------- 51-6

LDUISEDALE DRIVE - SENECA HILLS, SECTIDN III -------- 133-

RIDGEMDDR DRIVE for STDNE PDINT VILLAGE, PHASE I -------- 74-27

RIVER RUN TRAIL in WDDDBRIDGE APARTMENTS -------- 98-27

SHDAFF PARK RIVER ESTATE STREET - SHOAFF PARK RIVER DRIVE, CALICD CDURT,
STEPPING STDNE LANE, CHICDRY DRIVE, PAVILION CDURT, RDSEBAY CDURT, &
BUNCHBERRY COURT -------- 178-

TENDALL CDURT -------- 51-6

VADOSTA DRIVE -------- 51-6

VAIL COURT - SENECA HILLS, SECTIDN III -------- 133-

VERSAILLES VILLAGE ADDITIDN -------- 80-9

VERSAILLES VILLAGE PLACE -------- 182-

WEYMDUTH COURT -------- 51-6

WDDDSHIRE DRIVE - CANTERBURY GREEN PHASE VIII -------- 154-

WATER CDNTRACTS

7612 ----- DECATUR RDAD -------- 133-

77D7 ----- THE KNDLLS, SECTIDN I -------- 188-

7708 ----- THE KNDLLS, SECTIDN II -------- 169-

78D1 ----- WILLSHIRE ESTATES, SECTIDN II -------- 169-

7813 ----- TANBARK, SECTION II -------- 36-2

WATER CONTRACTS - CONTINUED

7815 ----- WHEATRIDGE - NEWBERRY OVERSIZE ---------- 9-25, 9-26

7817 ----- LIVINGSTON AVENUE, NORTH CLINTON STREET ---------- 82-25, 83-31

7818 ----- WHEATRIDGE, SECTION I ---------- 9-25, 9-27

7819 ----- NEWBERRY, SECTION I ---------- 9-25, 10-28

7822 ----- TILLMAN PARK, PHASE II ---------- 50-11, 136-7

7825 ----- MARINER'S RIDGE, SECTION III ---------- 43-17

7902 ----- WESTWOOD VALLEY SECTION I ---------- 163-9

7903 ----- McARTHUR DRIVE - BAER ROAD PHASE I ---------- 9-23, 105-22, 105-24, 106-30

7906 ----- CATHERINE AVENUE and PARKHILL AVENUE ---------- 9-21, 107-7

7909 ----- 13TH STREET - BAER ROAD ---------- 27-11, 46-4, 50-6, 98-24, 109-17, 244-17

7910 ----- CHARLOTTE AVENUE - REED ROAD ---------- 47-6, 108-8

7911 ----- PARKVIEW ADDITION, PHASE I ---------- 35-19, 138-22

7912 ----- ORCHARD WOODS, SECTION B ---------- 52-23, 201-6

7913 ----- BROTHERHOOD WAY ---------- 61-22, 138-23

7914 ----- SUMMERFIELD ADDITION, SECTION I ---------- 133-25

7915 ----- VERSAILLES VILLAGE PLACE ---------- 93-15

7916 ----- SLOCUM PLACE, SECTION I ---------- 70-19

7917 ----- SENECA HILLS, SECTION III ---------- 105-23

7918 ----- GETZ ROAD, BRECONSHIRE DRIVE, BAROSEY LANE (BRECONSHIRE, I) ---------- 112-10

8001 ----- HARRIS ROAD, NORTH SCHOMBURG DRIVE ---------- 227-10

8002 ----- between PAYLESS SUPERMARKETS and CITY of FORT WAYNE for COLDWATER RD. ------ 231-8

WATER WORKS IMPROVEMENTS

76-XP-3 --- PARAMOUNT - WASHINTON CENTER FEEDER MAIN - Nobis Const. Co., Inc.

Acceptance letter written ---------- 126-46

Notice of Main Extension ---------- 127-47

77-W-2 --- FORT WAYNE FILTRATION PLANT EXPANSION - Hagerman-Shambaugh (joint bidders)

McNamee, Porter, & Seeley Consulting Engineers

Inv. # 6	$112,507.20	3-17
CO. # 2	$ 11,775.00	24-11
CO. # 3	$ 11,092.00	24-12
Inv. # 7	328,597.02	45-31
Inv. # 8	670,016.88	80-11
Inv. # 9	804,118.50	112-7
CO. # 4	$ 10,886.00	126-40
CO. # 5	$ 2,057.00	140-11
Inv. #10	863,059.50	152-11
Inv. #11	657,542.70	180-29
CO. # 6	$ 47,332.00	189-15
Inv. #12	550,602.90	194-8
Inv. #13	619,516.80	221-20

McNamee, Porter, & Seeley Consulting Engineers (77-W-2 & 77-W-3)

Inv.#70-10-210-01-12	$ 6,296.16	45-27
#13	12,513.23	99-2
#14	20,240.46	112-13
#15	22,287.99	149-44
#16	21,034.37	178-14

WATER WORKS IMPROVEMENTS

CONTINUED

McNamee, Porter, & Seeley Consulting Engineers (77-W-2 & 77-W-3)

Inv. #17	$ 17,806.89	202-13
Inv. #18	19,694.59	227-8

77-W-3 --- ST. JOSEPH OAM & PUMP STATION - Shambaugh & Sons, Inc.

Inv. # 3	$ 6,543.00	3-16
Inv. # 4	48,645.90	137-17
Inv. # 5	72,525.42	180-28
Inv. # 6	180,578.52	198-9
Inv. # 7	115,421.29	221-19
CO. # 2	46,055.90	222-23

77-W-4 --- ST. JOE DAM - Worthington Pump Corporation - McNamee, Porter, & Seeley Consulting Engs

Inv. # 2	$ 99,318.60	103-7
Inv. # 3	123,237.90	197-8

78-XP-2 -- LOWER HUNTINGTON ROAD WATER MAIN - Bercot, Inc.

		13-11
Acceptance Letter Written		169-12
	$ 1,749.00 (FINAL)	170-16

79-XP-1 -- GETZ ROAD WATER MAIN EXTENSION - Ground Services, Inc.

Inv. # 1	$ 23,780.00	44-26
Inv. # 2	3,023.00 (FINAL)	149-42
Acceptance Letter Written		184-6
(REIMBURSEMENT)	$ 76.84	188-5
Notice of Water Main Extension		238-19

79-XP-2 -- WASHINGTON CENTER & HUGUENARD ROAD FEEDER MAIN - Bercot, Inc. ----- 202-12

79-XP-3 -- WEST MAIN STREET WATER MAIN - Bercot, Inc.

Contract	$ 60,263.00	2-11
Inv. # 1	22,633.20	109-18

WATER QUALITY CONTROL PROJECTS

WATER POLLUTION CONTROL PLANT EXPANSION DIVISION I
71-01-310-001 (C-180538-01) Dated 4/27/71

HENRY B. STEEG & ASSOCIATES - DIVISION of HOWARD, NEEDLES, TAMMEN, & BERGENDOFF, CONSULTING ENGS.

HAGERMAN-SHAMBAUGH (JOINT BIDDERS)

Received Acceptance Agreement		53-31, 98-22, 1 128-55, 221-21
INV. # 52	$110,141.56	80-10
INV. #	$ 9,673.00 Repair to 10" PVC Chlorination Line at Stormwater Station	166-33

H. N. T. & B. - STEEG DIVISION, ENGINEERING SERVICES

INV. # 71-01-310-01-92	$ 1,550.68	81-17

WATER POLLUTION CONTROL PLANT EXPANSION, ADDITIONAL SERVICES

INV. # 71-02-310-01-06	$ 13,400.00	149-43

Continued

ADVANCED WASTEWATER TREATMENT, PHASE C, TASK # 1
78-08-310-001 (C-180774-02)

INV. # 78-08-310-01-0-12	$ 2,500.00	45-28
INV. # " " " " 13	26,320.96	45-29
INV. # " " " " 14	31,690.82	45-30
INV. # " " " " 15	34,018.04	51-17
INV. # " " " " 16	17,507.62	81-13
INV. # " " " " 17	34,662.57	81-14
INV. # " " " " 18	27,277.99	81-15
INV. # " " " " 19	9,577.34	137-14
INV. # " " " " 20	20,967.94	137-15
INV. # " " " " 21	6,373.88	137-16

SPECIAL PROJECTS

CIVIC CENTER PARKING GARAGE - RESOLUTION NUMBER 67-189-14

MARTINOALE, TOURNEY, GIBSON, INC. CONSULTING ENGINEERS

HAGERMAN CONSTRUCTION CORPORATION

		Escrow	
CO. # 1	$ 94,550.00		127-51
INV. # 1	118,381.00	13,154.00	147-32
CO. # 2	5,507.00		170-17
CO. # 3	9,135.00		170-17
INV. # 2	121,453.00	13,494.78	180-27
INV. # 3	147,459.00	16,384.33	202-16
CO. # 4	1,516.00		243-13

CIVIC CENTER PARKING GARAGE - RESOLUTION NUMBER 67-189-14

MARTINDALE, TOURNEY, GIBSON, INC. ENGINEERING SERVICES

INV. # 1	$ 4,111.11	147-33
INV. # 2	2,521.39	202-15

EWING-FAIRFIELO-WELLS STREET BRIOGE

BUTLER, FAIRMAN, & SEUFERT, INC. CONSULTING ENGINEERS

MOELLERING CONSTRUCTION COMPANY (30% City's Share)

INV. # 1	$ 36,622.50	152-13
INV. # 2	25,920.31	189-13
INV. # 3	44,644.90	203-17
INV. # 4	49,314.79	219-10

BUTLER, FAIRMAN, & SEUFERT, INC. CONSULTING ENGINEERS (10% CITY'S SHARE)

Agreement dated 12/3/74 - Project # ACB-43-69
re: EWING-FAIRFIELO-WELLS STREET BRIOGE over ST. MARYS RIVER

10/8/79	$ 875.00		88-12
10/8/79	75.00		89-18
12/5/79	3,042.96	(reimbursement)	148-41
1/10/80	4,541.25		179-21
2/11/80	2,196.00		202-14
3/19/80	1,418.50		232-17

68-243-14 H.I. 4/2/80

ACREEMENT FOR ENCINEERINC SERVICES

SUPPLEMENTAL ACREEMENT NO. 2

FOR

ADDITIONS AND IMPROVEMENTS
TO THE
WASTEWATER FACILITIES
CITY OF FORT WAYNE, INDIANA

BETWEEN

CITY OF FORT WAYNE, INDIANA

AND

HNTB
HOWARD NEEDLES TAMMEN & BERGENDOFF

SUPPLEMENTAL AGREEMENT NO. 2

This is an Amendment to an Agreement dated March 20, 1978 (Basic Agreement) between the City of Fort Wayne, Indiana, (hereinafter called the OWNER) and HNTB, Howard Needles Tammen & Bergendoff, (hereinafter called the ENGINEER).

WITNESSETH:

WHEREAS, the ENGINEER has prepared drawings and specifications consistent with the Basic Agreement and submitted same to the Indiana Stream Pollution Control Board, in June, 1979, and

WHEREAS, the U. S. EPA on August 25, 1979 notified the OWNER of additional review procedures and criteria for funding of the proposed advanced waste treatment systems, and

WHEREAS, as a result of said criteria, the U. S. EPA and Indiana Stream Pollution Control Board have directed the OWNER to prepare certain modifications to the drawings and specifications for all phases of the improvements, and

WHEREAS, the wastewater treatment facilities of the OWNER are in need of certain improvements for AWT pursuant to an Order of the State of Indiana, and

NOW, THEREFORE, the OWNER agrees to follow said directives and agrees to employ the ENGINEER to make said modifications as follows:

ARTICLE 1. THE ENGINEER'S SERVICES

The ENGINEER shall perform the following scope of work on each phase of the AWT.

GENERAL

Prepare for the OWNER a Step III grant application for Phase A, B and C for monies to assist in the funding of the construction for the work designed by the ENGINEER. Also, assist the OWNER in obtaining the required approvals from the appropriate regulatory agencies.

Phase A

Modify drawings and specifications to increase capacity of secondary settling tanks 1 through 5 and provide air lift pumping for all return sludge; consider providing cascade post aeration facilities at the discharge of Pond No. 3 in lieu of or in addition to mechanical aerators, and modify channeling in Ponds No. 2 and 3. Prepare a modified construction cost estimate.

Phase B

Modify drawings and specifications to delete sludge thickening facilities and related appurtenances to reduce the size of the proposed new blower building; and to delete the break point chlorination facilities system.

Phase C

Modify drawings and specifications to delete the dual media filtration facilities system and all related appurtenances.

ARTICLE 2. TIME OF PERFORMANCE

The ENGINEER shall complete the necessary modifications, estimate of total cost, Step III grant application and submit to the OWNER said revised drawings and specifications within 90 calendar days of a written notice from the OWNER to proceed. The ENGINEER shall provide assistance to the OWNER in obtaining the required approvals by the regulatory agencies for a period not to exceed an additional 90 calendar days.

ARTICLE 3. PAYMENT TO THE ENGINEER

The second paragraph and table of Article 3. is deleted and replaced by the following:

> "The estimated cost of services for Phases A, B and C of Supplemental Agreement No. 2 is $70,390.00; the fixed fee is $5,270.00; and the total estimated cost and fixed fee is $75,660.00.
>
> The revised cost of services for Phase A, B and C of the Basic Agreement is revised to $80,000.00, $148,000.00 and $192,000.00 respectively, and the fixed fee is $14,452.00, $31,098.00 and $48,271.00 respectively."

The sixth paragraph of Article 3 of the Basic Agreement is deleted and replaced by the following:

> "The ENGINEER shall bill for services rendered on a monthly basis consistent with the ENGINEER'S payroll period. Payment shall be within thirty days of receipt of invoice."

For services rendered under this Amendment for the Step III grant application, the ENGINEER shall be paid a lump sum amount of $2,500. This fee shall be billed upon submittal to the OWNER of a completed Step III grant application suitable for execution by the OWNER'S designated signatory. Payment to the ENGINEER shall be within thirty (30) days of receipt of the ENGINEER'S claim.

ARTICLE 4. EXEGUTION

The parties hereby reaffirm all the covenants of said Basic Agreement not specifically amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in triplicate this 28 day of March, 1980.

ENGINEER

By _____
George K. Ergendan, Partner

_____
Robert S. Goma, Partner

OWNER

By _____
Winfield G. Moses, Jr., Mayor

AND

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

By _____
Mark L. Akers, Chairman

_____
Herbert R. Gamache, Member

_____
Roberta Anderson Staten, Member

Attest:

_____
Sandra E. Kennedy, Clerk,
BOARD OF PUBLIC WORKS

APPROVED AS TO FORM AND LEGALITY.

_____
CITY ATTORNEY

HOWARD NEEDLES TAMMEN & BERGENDOFF

March 27, 1980

Mr. Mark Akers, Chairman
Board of Public Works
City of Fort Wayne
City County Building
One Main Street
Fort Wayne, Indiana

Re: Engineering Services Supplemental
Agreement No. 2

Dear Mr. Akers:

Transmitted herewith are three copies of the above referenced agreement for engineering services related to necessary and requested modifications of plans and specifications prepared and submitted to the U.S. EPA prior to that agency's consideration for deletion of dual media filtration and the State of Indiana's consideration to modify the agreed order of the Stream Pollution Control Board.

The agreement, as transmitted, is based on the attached list which was prepared during a meeting on March 17, 1980, with representatives of our office and the City.

If the Board finds the agreement satisfactory please return two executed copies and we will prepare copies to be submitted to the Stream Pollution Control Board and U.S. EPA for approval.

Very truly yours,

HOWARD NEEDLES TAMMEN & BERGENDOFF

Ray H. Kocher

Ray H. Kocher, P.E.

RHK/ad

cc: Mr. Phil Boller
Mr. Neil Wisler

O/K
NW
3/28/80

Architects Engineers Planners • Formerly offices of H B. Steeg & Associates • 3333 Founders Lane, Indianapolis, Indiana 46268, 317 299-3160

Partners H C Lamberton, Jr PE James F Finn PE Paul L Heineman PE Joseph H Looper PE, Gerard F Fox PE, William M Wachter PE, George K Ergamian PE Browning Crow PE Charles T Hennigan PE Edgar B Johnson PE Daniel J Watkins PE Ralph E Myers FAIA Daniel J Spigai PE John L Cotton PE Francis X Hall PE, Robert S Coma PE, Donald A Dupies PE William Love AIA
Associates Daniel J Appel PE William C Meredith PE, Robert W Richards PE Don R Orl PE Frederick H Sterbenz PE Robert B Kollmar PE Kendall T Lincoln CPA, Jack P Shedd PE, Roberts W Smithem PE Jack C Thompson PE Richard D Beckman PE, John A Eggen Jr AIA Lloyd H Bakan Harry D Berlossa PE, Ralph E Robison PE, Cecil P Counts PE Stephen G Goddard PE, Harvey K Hammond, Jr PE, Stanley I Mast PE Robert D. Miller PE
Offices Alexandria VA Atlanta, Baltimore, Baton Rouge, Boston, Buffalo, Cape Coral, FL Casper WY Charleston, SC Charleston, WV Chicago, Cleveland, Dallas, Denver, Fairfield, NJ, Houston, Indianapolis, Jacksonville, FL Kansas City Los Angeles Miami Milwaukee Minneapolis, Newark, DE New York Orlando, Overland Park, KS, Philadelphia, Seattle Tampa, Tulsa Manila Rio de Janeiro

AREAS IN A.W.T. THAT NEED REVIEW AS RESULT OF
REQUIRED DELETIONS AND CITY CONCERNS

PHASE "A"

1. Redesign return sludge method for final tanks 1 to 5.
2. Redesign and rebuild final tanks 1 to 5.
3. Redesign aeration office to reflect newly installed equipment impacts.
4. Correct electrical balance and control problems with new blowers and raw sewage pump V.F.D.'s, and provide D.C. power source to breaker test unit.
5. Redesign flow control sheeting for Ponds #2 and #3.
6. Provide air flow meter for airlift pumps - Final tanks 6 to 9 and final tanks 1 to 5.
7. Review odor line problem in air plenum as part of new blower installation.
8. Review aerators in Pond #3 and use of cascade post aeration system.
9. Improve sample sink drainage as part of the floor drain system improvements.
10. Review instrumentation control and interfacing of equipment to reflect modifications.

PHASE "B"

1. Delete D.A.E. unit related pumps and appurtenances and break point chlorination system.
2. Retain drain provision of valve pit (lime sludge) system.
3. Provide additional in-plant phones in new areas and other feasible critical areas.
4. Review instrumentation and control and interfacing of equipment to reflect modifications.

PHASE "C"

1. Delete sand filters and appurtenances.
2. Review instrumentation control and interfacing of equipment to reflect modifications.
3. Review laboratory for the following:
   a. Laboratory Electrical Detail (See E-8).
   b. Balance Tables Eliminate (L-1).
   c. Oven Bench should be combined with Balance Tables as one unit at chair height with 4" top.
   d. Non-Flamable Gases should vent at bottom of wall.
   e. Flamable gases vent from roof (L-3).
   f. Separate flamable and non-flamable gases (L-3).
   g. Make provision for cryogenic gas.
   h. No DI H_2O in Spectro or GC Lab?
   i. No Ultra Pure H_2O in GC Lab.
   j. GC/MS cooling should be D.I. H_2O via cooler-recirculator.
   k. Tap AA drain directly to waste line.
   l. Piping detail for compressed and cryogenic gases.
   m. Are clean rooms with positive pressure w/respect to lab.
   n. Are hoods pressure with respect to lab (Door Open).
   o. L-3 move air intakes to north side as shown on HV-2.
   p. E-8 water cooler outlet to be revised.
   q. Consider heat in gas storage area.
   r. L-4 Detail K storage cabinets should be all glass doors (Doors slide).
   s. Provide cabinets or shelves in storage room.
   t. Windows in offices and Spectro Lab.

PHASE "C"
(Continued)

u. Office and files?

v. Ovens for fume hood.

w. Hood over work-up sink.

x. AA exhaust.

y. D.I. H_2O system.

z. Ultra Pure H_2O system.

RHK/ad

Drainage Board 4/8/80

67-243-9 H.I. 4/2/80

80-010229

5-44-80 4/22/80

1980 MAY 12 AM 11 ALLEN COUNTY RECORDER Virginia L. Graham

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 2nd day of April 1980, by and between M & G Properties, a general partnership, consisting of Harley Graham and Tom Martin, hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Beginning at an existing manhole located 2200± LF North of and 25± LF West of the intersection of Thirteenth Street and Ferguson Road; thence meandering southwesterly 2245± LF to a proposed manhole located 10± LF West of the East right-of-way line of Indianapolis Road; thence southwesterly parallel to said Indianapolis Road 2555± LF to a proposed manhole located 65± LF North of and 95± LF West of the intersection of Indianapolis Road and Ferguson Road; thence southwesterly 400± LF to a proposed manhole located 315± LF South of the intersection of Keller Road and Indianapolis Road; thence southerly along Keller Road 800± LF terminating at a proposed manhole located 40± LF South of and 15± LF West of the intersection of Keller Road and West Perimeter Road.

Said sewer shall be 12" and 15" in diameter in accordance with plans, specifications and profiles heretofore submitted to the CITY and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the CITY and known as Baer Field, West Sanitary Sewer which plans, specifications, profiles are by reference incorporated herein and made a part hereof, and

WHEREAS, the cost of construction of said sewer is represented to be $229,108 (composed of $221,308 for construction costs; and $7800 for engineering services).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Call - 7061 Ken

T.D.

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the CITY under private contract to be let within sixty (60) days after requisite CITY approval. All work and materials shall be subject to inspection by CITY and the right of CITY to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of CITY until final acceptance by CITY. Upon completion, said sewer shall become the property of CITY and CITY shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by CITY, and all further maintenance thereafter shall be borne by CITY.

2. COST OF CONSTRUCTION

Tbe total cost of construction shall be divided as follows:

	CITY	DEVELOPER	TOTAL
a. Construction	$201,308.00	$20,000.00	$221,308.00
b. Engineering	$ 7,800.00 (100%)		$ 7,800.00
c. Construction inspection	100%		

It is agreed that DEVELOPER will pay its contractor the total amount for items a and b. As construction progresses to 25%, 50% and 75% complete DEVELOPER may invoice CITY by the ratio of $201,308/$221,308 = (90.1%) of construction completed per item a. DEVELOPER may invoice CITY for item b at any time after the tap extensions are installed. The final 25% shall be paid by the CITY upon acceptance by tbe CITY of the sanitary sewer described above. It is also understood that the City may recoup its above described investments by executing an appropriate Resolution, witb developer's area excluded.

The above construction costs were determined from tbe low bid received by DEVELOPER at 9:05 A.M., November 26, 1979. The $20,000.00 contribution by the DEVELOPER represents his cost of construction for a lift station and force main system which would serve only the area of the developer.

3. AREA OF DEVELOPER

Said sewer when accepted by the CITY will serve tbe following described real estate:

A parcel of land located in the Northwest One-Quarter of Section 8, Township 29 North, Range 12 East, Allen County, Indiana, and more particularly described as follows, to-wit: Commencing at the Nortbeast corner of the Northwest One-Quarter of Section 8, Township 29 North, Range 12 East, Allen County, Indiana; thence

South along the East line of said Northwest One-Quarter a distance of 1102.2 feet to the point of Beginning. Beginning at the above described point; thence continuing South along said East line of said Northwest One-Quarter a distance of 215.0 feet to a point; thence by a deflection right of 91°-44' a distance of 350.16 feet to a point; thence by a deflection right of 88°-16' a distance of 204.42 feet to a point; thence by a deflection right of 90°-00' a distance of 350.0 feet to the point of Beginning, containing 1.68 acres of land, more or less and subject to a public roadway (Keller Road) over the East portion thereof.

As the DEVELOPER will pay for his pro rata share of the cost of construction of said sewer as specified in paragraph 2 for the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

4. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

5. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

6. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Anno. I.C. 19-2-7-16, 17 and 18.

In further consideration and to induce CITY to execute and ratify this contract, said DEVELOPER, for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The DEVEOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of CITY who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land or of the territory in which it is located or of the area served by said sewer.

7. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER: ~~M &~~ G Properties

BY: Tom Martin
Tom Martin, Partner

BY Harley Graham
Harley Graham, Partner

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Tom Martin and Harley Graham as the co-partners of M & G Properties, who acknowledge the execution of the foregoing agreement for sewer extension, as and for its voluntary act and deed for the uses and purposes therein contained.

Witness my hand and notarial seal this 1st day of April, 1980.

Charles I. Wickensheimer
Charles I. Wickensheimer, Notary Public
Resident of Allen County

My commission expires
30th October 1982

CITY OF FORT WAYNE, INDIANA

BY:
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

BY:
Mark L. Akers, Chairman

BY: Roberta Anderson-Staten
Roberta Anderson-Staten, Member

BY:
Herbert R. Gamache, Member

ATTEST:
Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Assoc. City Attorney

STATE OF INDIANA:
SS
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Winfield Moses, Jr., Mark L. Akers, Roberta Anderson-Staten, and Herbert R. Gamache, known to me to be the Mayor and the members of the Board of Public Works, respectively, all of the City of Fort Wayne, Indiana, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 2 day of April, 1980.

Anne J. Fox
Notary Public ANNE J. FOX
Resident of Allen County

My Commission Expires:
3-6-84

This instrument prepared by
P. R. Boller, P.E.
Chief Water Pollution Control Engineer

68-238-18 H.I. 3/26/80

Interim Specification
To
City of Fort Wayne's W.P.C. Department's
Specifications & Standard Drawings

I. SCOPE & PRODUCT REQUIREMENTS

1. This detailed specification shall cover all the requirements for the installation of a Polyvinyl Chloride (PVC) gravity sanitary sewer pipe and fittings thereto for sizes 6 inch through 12 inch.
2. The installation of PVC shall be limited to a depth of twelve (12) feet and the Water Pollution Control's Specifications shall be applicable unless herein specifically modified.
3. The manufacture shall have on file with the Board of Public Works a performance bond in amount equal to the sum total of the PVC pipe cost they have installed in the City's sewer system over a period of five (5) years.
4. The City of Fort Wayne reserves the right to either approve or deny the installation of PVC and it maybe utilized only when specifically specified on a project.

II. PIPE MATERIAL

1. The PVC shall be type PSM conforming to ASTM D-3034 (latest edition) EXCEPT, no reworked material shall be used, and shall have a cell classification of 12454-B as defined in ASTM D-1784 (latest edition).
2. The PVC shall have a minimum pipe stiffness of 45 psi @ 5% deflection and shall have a SDR (Standard Dimension Ratio) of not greater than 35.
3. The manufacturer and/or his representative shall furnish a Certificate of Conformance to these specifications upon request by the City of Fort Wayne Water Pollution Control Engineering Department. The Certificate of Conformance shall be in any one or all of the following forms: (1) Affadavit of Conformance to the above modified ASTM; (2) Copies of the Test Results with Report of Findings.

III. PIPE JOINTS

1. The PVC joint shall conform to ASTM D-3212 "Push on Type", with a confined rubber gasket conforming to ASTM F-477.

IV. PIPE CONSTRUCTION DETAILS

1. The PVC shall be laid in the bedding as specified on the plans and the equipment used for compaction shall be small enough to adequately compact between the pipe and trench wall without striking the pipe. No hydro-hammer is to be used within 5 feet of the top of the pipe.
2. The trench bottom for the PVC installation shall be dry and shall remain dry until the bedding and backfill operation is complete.
3. The backfill material shall not be either jetted or flooded to obtain the required compaction.
4. If a trench box is used by the Contractor to install the PVC, it shall be so designed that the back end of the sides do not extend below the spring line of the pipe.
5. The PVC entering a manhole shall have a waterstop gasket which is firmly clamped around the PVC exterior to the manhole. Any other type of connection made between the PVC & the manhole shall be submitted to the Engineer for approval.

V. PIPE TEST FOR ACCEPTANCE

1. The PVC shall be tested by any one or more of the following methods before acceptance by the City.

Method	Requirement
Infiltration	200 gpd/mile/in. of Dia.
Exfiltration	200 gpd/mile/in. of Dia.
Air Test	Hold 3.0 psi for 10 min.
Mandel (Go/No-Go)	5% Maximum Deflection
TV	Visual Acceptance

Since at this time the City does not have any air testing equipment, the contractor shall be required to pay the total cost to have such a test performed under the observation of the Engineer over the entire length of the project. Also, the contractor shall be responsible to furnish the City with an approved Mandel.

VI. PIPE IDENTIFICATION

The PVC shall be identified with legible marks at intervals of not less than 6 feet. The identification shall include the following:

1. Manufacturer's name
2. Manufacturing date
3. ASTM Designation & SDR
4. Pipe diameter & Cell classification

Recommended for approval this 3rd day of January, 1980

Philip K. Boller

Philip K. Boller, P.E.
Chief Water Pollution Control Engineer

Approved and Effective this 26th day of March, 1980 by

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Member

Member

Attest:

Sandra E. Kennedy

Sandra E. Kennedy

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HOLD

Memorandum

To Board of Public Works Date January 2, 1980

From Philip R. Boller, Water Pollution Control Engineer

Subject PVC Interium Specification

COPIES TO:

This Department has prepared the attached interium specification for the installation of PVC (plastic) sanitary sewer pipe in the City's Sanitary Sewer System.

It is this Department's recommendation to approve this interium specifications. Should you desire any additional information on this specification, please feel free to contact me.

Respectfully submitted,

Philip R. Boller

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB:bp

Attachment

APPROVED Board of Public Works

68-238-18

3/26/80

68-236-7
3/26/80

7. The Board of Public Works establishes the Selection Committee for a Consulting Engineer to perform professional services on Sewage Grant #C-180599-01 (Lakeside Study Area) consisting of the Chairman of the Board of Public Works, Mark L. Akers; Member of the Board, Roberta Anderson-Staten; Director of Transportation, Carl O'Neal and Director of Water Resources, Philip R. Boller.

Approved.

Orders the Water Pollution Control Engineering Department t prepare proposals from Consulting Engineers for a Step 2 Grant on Sewage Work Grant #C-180599-01.

City Paid

Form 1929

68-237-11 H.I.

3/26/80

Improvement Resolution

~~FOR CURB AND SIDEWALK~~

No. 5866 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ install 450 L.F. of guardrail at the northeast corner of Illinois Road and Lindenwood Avenue

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 26 *day of* March, 1980

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Mark L. Akers, Chairman

Roberta Anderson-Staten, Member

Herbert R. Gamache, Member

CALHOUN PRESS

5

Form 1929 City Paid

68-237-10 H.I.

3/26/80

Improvement Resolution

FOR STREET ~~XXXXXXXX~~

No. 5865 - 80

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ repair concrete pavement on Fairfax Avenue from Fairfield to South Wayne.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% City of Fort Wayne.

Adopted, this 26 *day of* March, 1980

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Mark L. Akers, Chairman

Roberta Anderson-Staten, Member

Herbert R. Gamache, Member

CALHOUN PRESS

Form 1929

68-237-9 H.I.
3/26/80

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5864 - 80

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ construct curb and wingwalk on Woodward Avenue between Lawndale and Curdes.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed upon the real estate abutting ~~on said~~ 50% of as above described and 50% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate ~~of five per cent~~. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 26 *day of* March, 1980.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Mark L. Akers, Chairman

Roberta Anderson-Staten

Roberta Anderson-Staten, Member

Herbert R. Gamache

Herbert R. Gamache, Member

CALHOUN FREEM

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City Paid

68-236-8 H.I.
3/26/80

STREET LIGHTING RESOLUTION
NO. 140-80

NORTHWEST CENTRAL PHASE IV
IMPACT AREA

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Northwest Central Phase IV Impact Area, more specifically identified as Barthold Street from Spring Street to Huffman Street, Geller Street from Spring Street to Huffman Street, Kelley Street from Spring Street to Huffman Street, Short Street from Spring Street to Huffman Street, Clark Street from High Street to the alley north of Second Street, Orchard Street from High Street to Third Street, Marion Street from High Street to Third Street, and Second Street from Clark Street to Wells Street, all in accordance with the detailed drawings and specifications on file in the office of the Board of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 26th day of March 1980.

BOARD OF PUBLIC WORKS

Attest:

Sandra E. Kennedy
Clerk

8 12

68-227-7 H.L. 3/13/80

1 of 1 permit for recording 5/21/80 sf

PERMANENT SEWER EASEMENT

Resolution No. 172-80

For the condemnation of a permanent sewer easement for the purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northwest Quarter of Section 31, Township 30 North, Range 13 East, all of which is totally bounded within South Dellwood Park Addition (previously known as Pecos Villa Addition) as recorded in Plat Book 25, page 90, in the office of the Allen County Recorder.

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for permanent sewer easement purpose to construct, operate, control and maintain a sewer line along and across a portion of the Northwest Quarter of Section 31, Township 30 North, Range 13 East, all of which is totally bonded within South Dellwood Park Addition (previously known as Pecos Villa Addition) as recorded by Plat Book 25, page 90 in the office of the Allen County Recorder, more particularly described as follows:

1. The following described permanent easements are located within South Dellwood Park Addition as recorded in Plat Book 25, Page 90.

   a. The south 7 feet of Block A.
   b. The south 7 feet of Lot No. 22 through 30 inclusive.
   c. The east 7 feet of Lot No. 30.
   d. The west 7 feet of Lot No. 31.

All according to the method and manner provided for in IC. 18-1-1.5-5 and 14 and I.C. 18-1-7-1 to 11 and the provisions of all acts amendatory thereto and supplemental thereof.

All land affected by the above described condemnation is situated within the Northwest Quarter of Section 31, Township 30 North, Range 13 East. All as shown on the attached drawings.

Adopted this 13th day of March, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

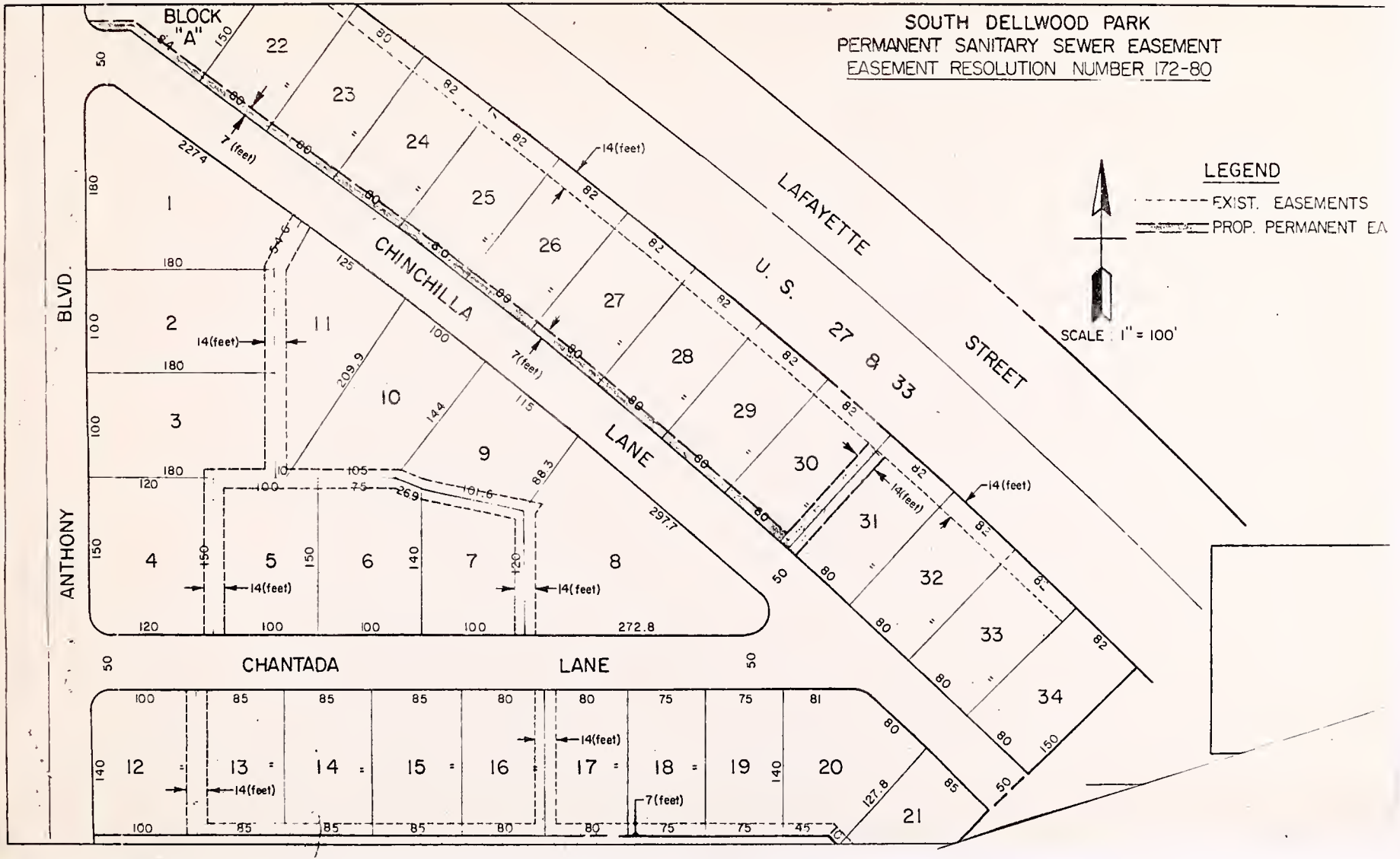
Member

Member

ATTEST:

Sandra E. Kennedy, Clerk

Prepared by Philip R. Boller


SOUTH DELLWOOD PARK
PERMANENT SANITARY SEWER EASEMENT
EASEMENT RESOLUTION NUMBER 172-80
LEGEND
EXIST. EASEMENTS
PROP. PERMANENT EA
SCALE : 1" = 100'
BLOCK "A"
ANTHONY BLVD.
CHINCHILLA LANE
LAFAYETTE STREET
U. S. 27 & 33
CHANTADA LANE
14(feet)
7(feet)
2274
297.7
272.8
209.9
269
101.6
68.3
144
127.8

9

WATER POLLUTION CONTROL TREATMENT AGREEMENT 68-226-6 H.I.
3/13/80

BETWEEN

THE CITY OF FORT WAYNE, INDIANA

AND

SEWAGE UTILITIES OF INDIANA, INC.
(PINE VALLEY)

THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this 12 day of March, 1980, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Contractor"), and SEWAGE UTILITIES OF INDIANA, INC., a corporation of the State of Indiana (hereinafter referred to as "Contractee").

W I T N E S S E T H:

WHEREAS, Contractor owns and operates a sewage treatment plant that is presently receiving Federal and State Grant assistance in the expansion of the capacity thereof, and which now has a capacity available for the treatment of sewage material from Contractee; and

WHEREAS, Contractee is an Indiana Corporation which holds Certificates of Territorial Authority from the Public Service Commission of Indiana to render sewage disposal service within certain areas in Perry Township, Allen County, Indiana, and desires to contract with Contractor to treat sewage material collected by Contractee; and

WHEREAS, during the term of this Agreement it is anticipated there will be technological and administrative changes which will affect the treatment of sewage material and that said treatment may be handled more efficiently if Contractee does not deliver all sewage material passing through its system to Contractor for processing, and, accordingly, it is understood by and between the parties hereto that Contractee is not hereby required to deliver all or any specific amount of its sewage material to Contractor for treatment, but may treat the same in facilities provided by Contractee or in other publicly or privately owned facilities.

NOW, THEREFORE, Contractor agrees to provide Contractee with sewage treatment service through Contractee's connection with the Fort Wayne sewer system for sewage treatment pursuant to the following terms and conditions:

1. Effective Date: It is understood and agreed between the parties that this Agreement shall become effective after its execution and approval by the Board of Public Works, Common Council to the City of Fort Wayne, by the Board of Directors of Contractee and such regulatory agencies as may be legally required. It is also understood and agreed that this Agreement is also subject to the approval of the Indiana Stream Pollution Control Board, the Indiana State Board of Health, and any other regulatory agency as may be legally required.

2. Term of Agreement. This Agreement shall continue in full force and effect for twenty (20) consecutive years from the effective date of this Agreement.

3. Interconnection. Contractor agrees to accept for treatment in its sewage system, sewage material delivered by Contractee at such tap-in point as shall be designated by the parties and shown on Exhibit "A-3" attached hereto and made a part hereof.

The engineering plans and specifications for any transporting gravity sewer line, pumping stations, measuring devices and appurtenances to connect Contractee's and Contractor's systems at the tap-in point, with copies of such plans and specifications to be in the hands of each party at least two (2) weeks before the same are submitted for approval to the Indiana Stream Pollution Control Board and the Indiana Board of Health in order to allow each party to review and make written comment with respect to said submissions.

It is expressly understood and agreed between the parties that all costs of the tap-in, including the planning, inspection and construction of any transporting gravity sewer line to said tap-in point shall be borne exclusively by Contractee.

4. Acceptance and Treatment of Sewage.

(A) Responsibility for Delivery and Transportation. Contractee shall be solely responsible for delivery of the sewage material in a form suitable for passage through the Fort Wayne sewer line system to the metering point and/or tap-in point. Said sewage material shall be delivered from the Contractee's sewage line system to the tap-in point by either a gravity sewer line or force main. Contractor shall be solely responsible for transporting the sewage material from the metering point and delivering same to its sewage treatment facilities.

(B) Treatment. Contractor shall be solely responsible for the proper treatment and transportation of the sewage materials received from Contractee in accordance with the requirements and standards of the Indiana Stream Pollution Control Board, Indiana State Board of Health and the Environmental Protection Agency.

(C) Sewage Materials Accepted. Contractee shall comply in every applicable regard with Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977 as amended from time to time thereafter, and as applicable to all users of the system and specifically, but not limited to, Article III, Prohibited Industrial Discharge, and all applicable Rules and Regulations of the Environmental Protection Agency. Contractor shall be under no obligation whatever to accept any type of waste or toxic materials, if said waste or material is a prohibited discharge under the rules of any regulatory agency having jurisdiction over the Contractor's sewage treatment system. Contractor has no obligation to accept radioactive material. It is recognized by Contractee that the Code of the City of Fort Wayne, Indiana of 1977, Chapter 24, may be amended from time to time so as to change the types of waste which must be accepted by Contractor and the parties specifically agree to such amendments; however, this shall not constitute a waiver of Contractee's right to testify or oppose passage of said ordinances and amendments.

Upon discovery that unacceptable sewage materials as defined by Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, as amended from time to time, or waste or materials deemed unacceptable pursuant to rules and regulations duly promulgated by any regulatory agency having jurisdiction, are being transmissed by the Contractee's connection to Contractor's system:

(1) Contractor shall immediately notify Contractee of such unacceptable sewage or materials, including the location, time or times, the nature of such unacceptable sewage or waste, and such other information as may be available.

(2) Upon verbal notification and confirmation thereof in writing and Contractee's ability to identify the user responsible for the delivery of such unacceptable sewage materials, Contractee shall notify that user to immediately cease delivery of such materials and/or waste within twenty-four (24) hours.

(3) Contractor shall, in the event Contractee is unable to identify the location, time and source of such unacceptable sewage, cooperate with Contractee in locating such source. The Contractee will use its best efforts to correct or cut off the user delivering unacceptable sewage materials to Contractee's and Contractor's systems.

(4) In the event that the user delivering such unacceptable sewage or materials through Contractee's Interconnection Point to Contractor's system, cannot be ascertained after diligent inquiry by Contractee and Contractor, then Contractee and Contractor shall give notice immediately to the Technical Secretary of the Indiana Stream Pollution Control Board, and request that an emergency investigation be instigated forthwith in regard to the matter. Said emergency investigation shall determine the severity of the damage to Contractor's collection and treatment facilities resulting from the discharge of such unacceptable sewage or materials. After such emergency investigation, the Technical Secretary of the Indiana Stream Pollution Control Board may issue an order mandating Contractee to cease delivering such unacceptable sewage.

(5) In the event Contractee does not comply with said order, then Contractor shall have the right to cease receiving sewage from Contractee at the interconnection point, and may disconnect at Contractee's expense, or take other appropriate action consistent with the order of the Technical Secretary to the Indiana Stream Pollution Control Board until the cause for such action is remedied to the satisfaction of Contractee, Contractor, Environmental Protection Agency and Indiana Stream Pollution Control Board. Provided, however, that the right to cease servicing the entire system of Contractee, as in this paragraph set forth, shall be only for the delivering of unacceptable sewage or waste materials, as provided herein.

(D) Volume. In the event of flow which averages more than 0.250 mgd (hereafter "base mgd"), for any ninety (90) day period (hereafter "qualifying period"), then an additional treatment plant capital charge (hereafter "surcharge"), will be paid by Contractee, subject to the following provision:

(1) This surcharge shall be equal to the capital charge for Contractor's treatment rate for all users multiplied by the ratio of the excess mgd during the qualifying period to the base mgd per 100 cu. ft. thereof.

(E) Cost of Treatment.

(1) Rate. Contractee agrees to pay to Contractor for the conveyance, treatment and billing of sewage flow received at the metering point both in respect of the volume and composition of such flow as set out in the contract rate attached hereto as Exhibit "B".

The rates set forth in Exhibit "B", it is understood by the parties, will be subject to annual review and adjustment whenever the rates charged all other contract users are reviewed and adjusted.

It is understood by and between the parties hereto that Contractee may, in the event of a rate increase by Contractor, apply to the Public Service Commission of Indiana for a rate increase to Contractee's customers. Contractor agrees that it will cooperate in connection with any hearing concerning said rate increase at Contractee's expense to the extent that the rate increase is necessitated by the increase in Contractor's rates to Contractee, but only to that extent.

(2) Metering and Sampling Devices. Contractee shall properly install and maintain the required metering and sampling devices for the purpose of measuring the volume of sewage material delivered by Contractee to the tap-in point for treatment, and to provide sampling and monitoring capability. Said metering and sampling devices shall be constructed in a manner and in a place acceptable to Contractor. The design of meters and metering points shall be approved by Contractor. Each such device shall be subject to the inspection, testing and approval of Contractor at all reasonable times during normal business hours and upon giving one business day's notice to Contractee. Contractee shall have like privileges with regard to any metering and sampling devices installed and maintained by Contractor. For said purposes, and for the purposes of reading and recording data from said meters, each party shall at all times have complete and free access to said metering point and devices.

Either party shall have the right to be present while the other party is exercising its right of inspection and testing or while it is reading and recording data.

Notwithstanding the above, Contractee may, at its expense install a temporary metering device upon execution hereof for purposes of measuring the flow of sewage at the tap-in point until such time as the permanent metering device has been designed, approved and installed. The temporary metering device shall be replaced by the Contractee with the permanent metering device within six (6) months of its installation.

The cost of planning, designing, building and installing any additional metering and sampling devices for an additional tap-in point including acquisition of real estate shall be borne exclusively by Contractee. In addition, Contractee shall assume complete responsibility, including costs, for the installation, maintenance and repair of said metering device and will further defray any costs incurred by reason of testing of the metering devices as requests may be made by Contractor from time to time, provided such requests are reasonable as to frequency and nature of tests required.

Sampling devices which are capable of providing a twenty-four (24) hour composite sample taken hourly shall be installed and maintained by Contractee. The location of such sampling devices and the specifications thereof shall be approved by the Contractor. Composite twenty-four (24) hour sampling will be conducted at the minimum of weekly intervals by Contractor. Parameters to be tested shall include PH, suspended solids, COD, BOD, phosphorus, metal ions, total nitrogen and other testing as required to satisfy Indiana Stream Pollution Control Board and the United States Environmental Protection Agency Regulations.

Material samples as received from the sampling devices shall be available to both contracting parties. In the event the Contractor provides to Contractee testing of samples, the cost of providing additional tests shall be paid by Contractee. The results of tests on samples shall be exchanged between the parties.

(3) Payment. The volume of sewage accepted by Contractor into its sewage system for processing from Contractee as measured by such metering devices shall be determined on or about the first Monday of each calendar month and Contractor shall bill Contractee within thirty (30) days thereafter for the charges applicable under rate schedules then in effect for the previous thirty (30) day metered

period with said bill showing appropriate meter readings. Such charges shall commence on the first date sewage is accepted by Contractor into its sewage system from Contractee for processing. Payment shall be made by Contractee promptly, within thirty (30) days after being billed by Contractor.

(4) Rate Covenants of Contractee.

(A) Contractee shall institute, maintain and enforce a system of user charges in accordance with Section 204 (b) (1), Public Law 92-500 as amended and supplemented and the guidelines and regulations promulgated from time to time thereunder by the Environmental Protection Agency.

(B) Contractor shall cooperate with Contractee in adopting and enforcing rates, rules and regulations for users of the sewage system of the Contractee which are in conformity with the applicable regulatory requirements adopted and enforced by the Contractor for the purpose of permitting the Contractor, on a continuing basis, to be awarded grants from the State of Indiana and from the Environmental Protection Agency and other governmental agencies which may now or in the future offer grants incident to the treatment and collection of sewage.

(C) Contractee shall institute, maintain and enforce an Industrial Cost Recovery System for industrial users (as such users are defined in 40 CFR 35,905), as required under applicable Rules and Regulations of the Environmental Protection Agency with particular reference to paragraphs 35.935-15 and 35.928 of the Rules and Regulations of the Environmental Protection Agency pursuant to Public Law 92-500, and all acts and amendments subsequent thereto.

5. Billing. Contractor will be responsible for reading the metering devices at the metering point and billing the Contractee therefore in accordance with rate schedules then in effect.

6. Litigation. The Contractee agrees and undertakes to hold harmless and indemnify Contractor from any liability damages losses, expenses or costs arising from any action, negligence, or failure to act on the part of Contractee in the operation of its sewage system.

7. Compliance with Rules, Regulations, Standards and Laws. The parties of this Agreement shall comply with all state and federal regulations, standards and laws regarding the collection and treatment of sewage and the operation of their respective systems. In the event studies and/or rehabilitations are necessary or required as a condition of Contractor receiving a sewage grant, Contractee shall fully cooperate with Contractor to satisfy such requirements.

8. Notices. Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party. At the date of the execution of this Agreement, Contractor's address is City-County Building, Attention of the Mayor; and Contractee's official address is: Utility Center, 927 South Harrison Street, P. O. Box 875, Fort Wayne, Indiana 46801.

9. Benefits. All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

10. Rights in Event of Condemnation. If the Contractor shall exercise its right of eminent domain to acquire any or all of the assets of the Contractee, this Agreement shall expire at the time the Contractor takes possession of such assets and becomes responsible for their operation, and all rights herein provided to Contractee shall cease. In the event the Contractor shall exercise its right of eminent domain successfully, the monetary value of the rights and obligations imposed under this Agreement shall not be included upon condemnation. It is the intent of this provision simply to provide that Contractor shall not be required to pay in a comdemnation action for the rights it has hereby bestowed nor shall Contractor receive any benefits from any obligation hereby imposed on Contractee.

11. Severability. This Agreement has been reached in an attempt, among other things, to put an end to the many years of litigation between the parties. Because of term of this Agreement and the many questions which may arise between the parties in the future, the parties realize that disputes may recur and that there may be additional litigation. With full knowledge of this, and in an attempt to minimize the scope of any such litigation, it is hereby agreed by and between the parties that the provisions of this Agreement are severable; and that, in the event one or more such provisions are held invalid or unenforceable, the remaining provisions of the contract shall not be effected but to continue to govern the relationship of the parties according to the terms.

12. Changes in Regulatory Authority. Reference has been made throughout this Agreement to the Public Service Commission of Indiana, the Indiana State Board of Health, the Indiana Stream Pollution Control Board, the Environmental

Protection Agency, and to other regulatory agencies, either by name or by description. It is understood by and between the parties that any such reference to any regulatory agency shall apply not only to such regulatory agencies as presently exists but also to any other agency which may assume the functions of such agency in the future.

13. Complete Agreement. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supercede all previous Agreements and/or Contracts.

19

CONTRACTOR:

ATTEST:

Charles W. Westerman
Clerk

CITY OF FORT WAYNE, INDIANA

By _____
Winfield C. Moses, Jr.
Mayor

BOARD OF PUBLIC WORKS

By _____
Mark L. Akers, Chairman

By _____
Herbert R. Gamache, Member

By _____
Roberta Anderson Staten, Member

ATTEST:

Sandra E. Kennedy, Clerk
BOARD OF PUBLIC WORKS

CONTRACTEE: SEWAGE UTILITIES OF INDIANA, INC.

ATTEST:

Title L. DeNeal Hartman, Secretary

By _____
James A. Noneman
President
Title

19

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the above named Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Charles W. Westerman, Clerk of the City of Fort Wayne, Mark L. Akers, Chairman, and Herbert R. Gamache and Roberta Anderson Staten, Members of the Board of Public Works and Sandra E. Kennedy, Clerk of the Board of Public Works, City of Fort Wayne, who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 13th day of March, 1980.

Anne J. Fox
Notary Public
A resident of Allen County, Indiana

My Commission Expires:
3-6-84

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared James A. Noneman, President and L. DeNeal Hartman, Secretary of SEWAGE UTILITIES OF INDIANA, INC.
who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 12th day of March, 1980.

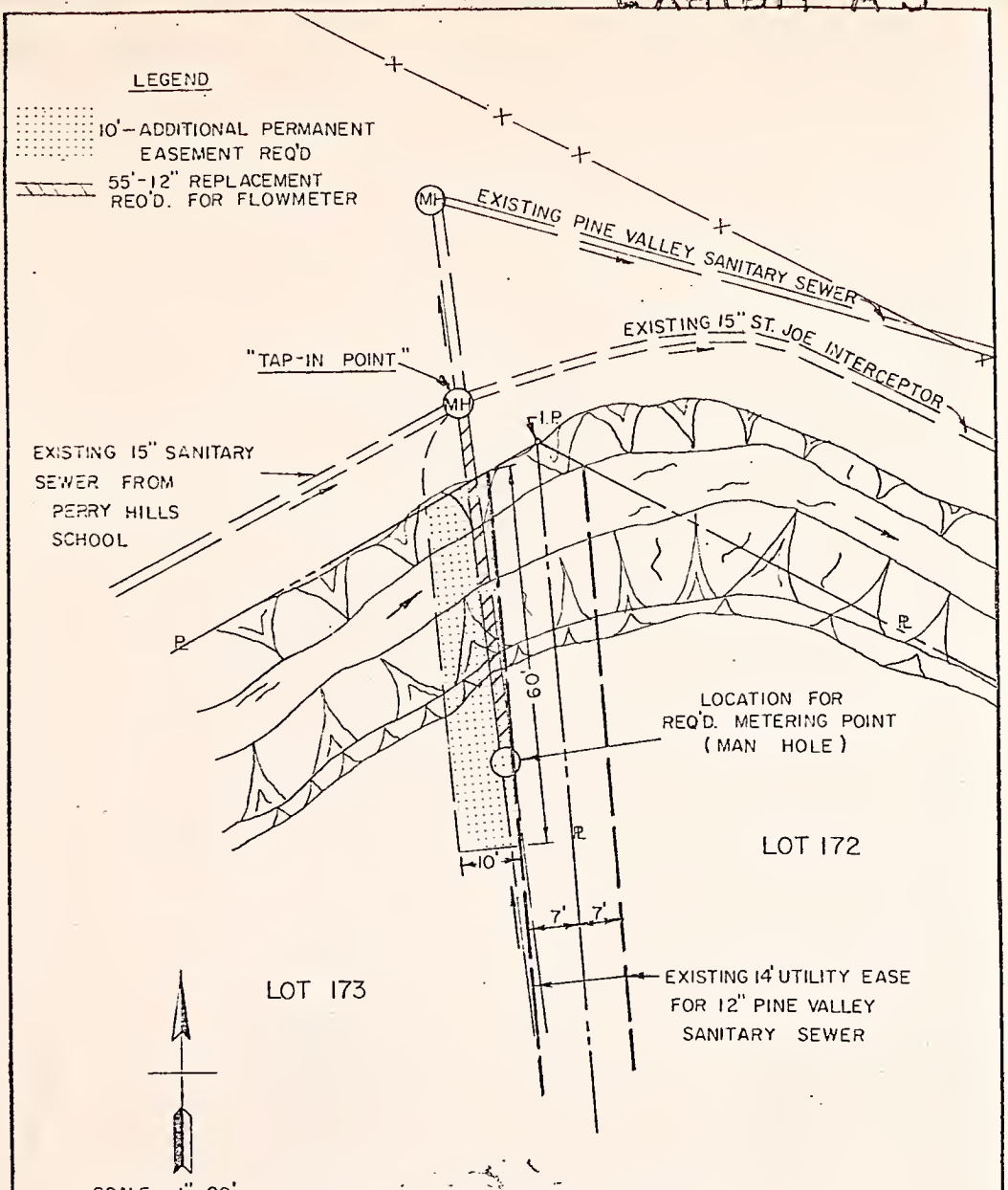
Susann L. Hiatt
Notary Public Susann L. Hiatt
A resident of Allen County, Indiana

My Commission Expires:

April 18, 1981

19

EXHIBIT A-3



FOR TAP-IN POINT LOCATION
AT
PINE VALLEY SUBDIVISION

PREPARED BY: WATER POLLUTION CONTROL
ENGINEERING DEPARTMENT

EXHIBIT "B"

BILL NO. S-78-06-35 (AS AMENDED)

SPECIAL ORDINANCE NO. S-155-78

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" so as to increase the rates prescribed

WHEREAS, it is necessary to increase the rates charged for use of the Water Pollution Control Service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, in order to pay the increased operating expenses and other costs incidental to the operation and maintenance of the newly expanded Water Pollution Control Treatment Plant.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

ARTICLE VII. USER CHARGES

701. User Volume Charges. The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)	Class of User	
	Domestic	Manufacturing
Treatment	17.8	17.8
Conveyance, Collection, Billing	17.3	11.3
Capital	11.1	8.4
Total User Charge	46.2	37.5

762. User Minimum Charges. In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exhibited above does not exceed the minumum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.72
1 - 1 1/2"	8.16
2"	16.65
3"	33.44
4"	55.58
6" or larger	154.39

703. User Flat Charges. In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)
Domestic User - Single Family Residence	$6.70
Domestic User - Multi Family Residence	To be estimated by City
Commercial & Industrial User	To be estimated by City

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accommodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges. In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

Volume Charge (cents per 100 cu. ft.)

Treatment	17.8
Captial Charge	11.1
	28.9

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

19

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strenght of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.731
Biological Oxygen Demand - (BOD)	3.736
Phosphorus _ (P)	35.754

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder may be increased by the zone surcharge rate set forth in Article IX hereafter if said contract customer qualifies by reason of location. Repealed by Common Council 3/11/80.

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery

System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U. S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.928-2, and 35.935-13.

705. Bulk Waste Charges.

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing Charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilitized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenace provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURGHARGE

801. Liablity for Surcharge. Each user discharging wastes into the sewerage system shall be subject to a strenght of wastes surcharge,

in addition to other sewage service charges imposed by this ordinance, based on the following minimum strenght characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge. The surcharge shall be determined as follows:

a. The excess pounds of BOD or COD (whichever results in the higher charge, suspended solids, and phosphorus will each be computed by first muliplying the user's billing sewage volume measured in units of 100 cubic feet for the current billing period by the factor 0.0062321 and then multiplying this product by the difference between (a) the concentrations measured in milligrams per liter of the BOD (or COD), suspended solids, and phosphorus respectively in the user's sewage and (b) the allowed concentrations set out in paragraph 801. The surcharge for each constituent will then be determined by multiplying the excess pounds of each constituent by the appropriate rate of surcharge set out in paragraph 803. In the event COD measurement is used, as hereinbefore provided, 50% of the excess pounds measured will be used to compute the equivelent BOD charge.

803. Rates of Surcharge. The rate of surcharge for each of the aforementioned constituents shall be as follows:

a. For biological oxygen demand (BOD) - 3.736 cents per pound

b. For suspended solids (SS) - 3.731 cents per pound

c. For phosphorus (P) -35.754 cents per pound

804. Waste Evaluation Charges. All users discharging wastes into the system requiring continuing surveillance, sampling and waste evaluation shall be subject to a monthly fixed charge to cover the costs of such services in the amount of $75.00 per discharge point.

805. Revision of Rates of Surcharge. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose shall submit to the

Board of Public Works a comparison of the calculated unit costs for removing BOD, suspended solids, and phosphorus from the Sewage Treatment Plant influent during the previous calendar year with the unit charges currently in effect in order that the Board may determine whether the current rates of surcharge are adequate or should be changed and request legislative enactment of said changes by the Common Council.

ARTICLE IX. ZONE SURCHARGE

901. The charges for sewerage services rendered to users situated outside the primary zone of the City of Fort Wayne shall be 136% of the charges collected from users for the same service rendered within the primary zone as defined and described in the map attached hereto and made a part of this ordinance. The purpose of this surcharge is to recover funds contributed from civil city tax levies used heretofore to construct facilities of the sewage works located within the primary zone. This surcharge shall terminate on December 31, 1981 or after collections therefrom shall equal $990,000.00 whichever occurs sooner.

Repealed by Common Council 3/11/80

ARTICLE X. BILLING OF SERVICE CHARGES

1001. Billing Period. Charges for sewerage service shall be prepared and billed by the General Office of the City Utilities along with the bills for water service and shall be payable at the General Office at the same time as the water bills.

1002. Liability for Payment. The charges for sewerage service shall be billed to the person being billed for water service unless, by contract with the Utility, another person assumes such responsibility. If a tenant is billed, the owner shall in no way be relieved of liability in the event payment is not made by the tenant as herein required. Such owner shall have the right to examine the City's collection records to ascertain whether such charges have been paid.

1003. First Billings. The rates, charges and surcharges fixed in this ordinance shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice. If the first billing to a new user covers a period other than a full billing month, then the service charges for such billing shall be made in keeping with standard practice in the Water Utility. Subsequent sewerage service billings shall be for period coinciding with the billing periods for water service. If such rates, charges and/or surcharges are changed, the first billing after such change may also

be for a period other than a full billing month in order to keep the sewerage billing periods coincident with the water billing periods.

1004. City Subject to Charges. For sewerage service rendered to the City, the City shall be subject to the same rates and charges herein established for other persons or to rates and charges established in harmony herewith.

1005. Consolidation of Accounts. Where an industrial, commercial or other non-residential enterprise is operating in a unified manufacturing or service area composed of two or more continguous parcels of real estate and is supplied with water through two or more meters, upon application by the owner or his authorized agent, a consolidation of the water meter readings shall be made for the purpose of calculating the sewerage charge.

BILL NO. S-79-06-13

SPECIAL ORDINANCE NO. S-100-79

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" so as to adjust rates and other provisions prescribed therein

WHEREAS, it is necessary to adjust the rates charged for use of the Water Pollution Control service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, and to make it mandatory that all inhabitants make connection for said service where available;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

Article II. General Provisions

201. Bylaws, Rules and Regulations. The Board of Public Works of the City of Fort Wayne shall, in accordance with the Statutes of Indiana, make and enforce whatever bylaws, rules and regulations it may deem necessary for the safe, economical and efficient management of the City's Sewage Utility, for the construction and use of building sewers and connections to the sewerage system, for the regulation, collection and refunding of the rates and charges for sewerage service and, in general, for the implementation of the provisions of this ordinance.

202. Requirements for Connection to Public Sewers. No owner or occupant of any real property shall tap or drain either directly or indirectly into any public sewer until a sewer tap permit has been obtained and until he has satisfied his obligation to pay all assessments, reimbursements or pro rata shares of sewer extension costs laid against that property for public sewers installed to serve it. A tap permit given in error shall not operate to nullify any such obligation that has been duly recorded.

Tap permits shall be obtained from the City's Permit Office and shall be issued only to licensed sewer tap contractors, who shall pay to the Sewage Utility a fee of thirty-five dollars for each tap permit for a normal six-inch service, a fee of seventy dollars for each tap permit for a special six-inch service and a fee of seventy dollars for each tap permit for a service larger than six inches. After making each sewer tap and building sewer installation, the tap contractor shall notify the Sewer Engineer so that the tap and the building sewer can be inspected and approved before the excavation is backfilled. Any tap or building sewer installation not made in accordance with the foregoing provisions shall be deemed an illegal installation and, upon discovery, shall be promptly disconnected at the expense of the property owner and shall remain disconnected until the provisions of this paragraph 202 have been complied with.

The Board of Public Works shall have the authority to require an owner of real property to disconnect from a building sewer which drains into a sanitary sewer any downspouts, yard drains or other drains which carry the runoff of natural precipitation. Property owners shall have thirty days after notice to comply with any such requirements.

New connections should be made only after there has been adequate assurance by City that the downstream facilities of the sewage works have adequate capacity to handle the new waste loadings.

No persons shall make connections of roof downspouts, exterior foundation drains, or other sources of surface run-off or ground water to a building sewer or building drain which is connected, directly or indirectly, to a sanitary sewer of the City.

Any and all private sewer systems of any kind now existing in or on premises where a public sewer is now or may hereafter become available shall be discontinued, emptied of its contents, cleaned out and be filled with earth or ashes, and the house sewer shall be disconnected from the existing private sewage system and be connected to the public sewer. All such connections to the public sewer shall be made within ninety days of the date the public sewer becomes available.

203. Extensions of Sewers Outside Corporate Limits. The installation, construction or extension of sewers by the City outside the corporate limits of the City and the connection or extension of sewers into the City's sewerage system from, by or for properties located outside such limits shall be prohibited, except upon prior approval by the Common Council of the City by duly enacted ordinance.

204. Connections to Sewerage System by Certain Out-of-City Properties. Notwithstanding the provisions of paragraph 203, the Board of Public Works of the City shall have the authority to permit a property located outside the corporate limits of the City to connect to an existing sewer which is part of the City's sewerage system, provided the property abuts, adjoins and is immediately contiguous to the street, alley or easement in which such sewer is located and provided the property owner or occupant has complied with the conditions set out in paragraph 202.

205. Violations and Penalties. Any person found to be violating or failing to comply with any of the provisions of paragraphs 202, 206, 301, 401 through 405, 501 through 503, 602 or 605 shall be served by the City with a written notice stating the nature of the violation and providing a reasonable time limit for its satisfactory correction. The offender shall, within the period of time stated in the notice, permanently cease all violations.

Any person who shall continue any violation beyond the stated time limit shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine in any amount not less than $100.00 and not more than $500.00. Each day in which any such violation shall continue shall be deemed a separate offense.

Any person violating any of the provisions of the paragraphs set out above and convicted thereof shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

206. Responsibility For City Property. No unauthorized person, firm, or corporation shall maliciously, willfully, or negligently break, damage, destroy, remove, deface, or tamper with any structure, appurtenance, or equipment which is part of or belonging to the Water Pollution Control Plant. Any person violating this provision shall be subject to immediate arrest under charge of a misdemeanor.

207. Amendment. The City of Fort Wayne reserves the right to amend this chapter of the Municipal Code, including the rates herein established, in part or in whole, as provided and permitted by the Statutes of Indiana, whenever it may deem it necessary.

ARTICLE VII. USER CHARGES

701. User Volume Charges

The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)

	Class of User	
	Domestic	Manufacturing
Treatment	17.1	17.1
Conveyance, Collection, Billing	16.6	10.8
Capital	10.7	8.1
Total User Charge	44.4	36.0

702. User Minimum Charges

In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exibited above does not exceed the minimum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.22
1 - 1 1/2"	7.83
2"	15.98
3"	32.10
4"	53.36
6" or larger	148.21

703. User Flat Charges

In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)	
	In-City	Out-City
Domestic User - Single Family Residence	$ 4.44	$ 5.33
Domestic User - Multi Family Residence	To be estimated by City	
Commercial and Industrial User	To be estimated by City	

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accomodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges

In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

Volume Charge (cents per 100 cu. ft.)

Treatment	17.1
Capital Charge	10.7
	27.8

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strength of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.587
Biochemical Oxygen Demand -(BOD)	3.582
Phosphorus - (P)	34.324

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder may be increased by the zone surcharge rate set forth in Article IX hereafter if said contract customer qualifies by reason of location.

Requested by Common Council
3-11-80.

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U.S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.935-13.

705. Bulk Waste Charges

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges

Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenance provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURCHARGE

801. Liability for Surcharge

Each user discharging wastes into the sewerage system shall be subject to a strength of wastes surcharge, in addition to other sewage service charges imposed by this ordinance, based on the following minimum strength characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge

The surcharge shall be determined as follows:

WATER POLLUTION CONTROL TREATMENT AGREEMENT 68-226-2 H.I. 3/13/80

BETWEEN

THE CITY OF FORT WAYNE, INDIANA

AND

CLEARWATER UTILITIES, INC.

THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this 12th day of March, 1980, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Contractor"), and CLEARWATER UTILITIES, INC., a corporation of the State of Indiana (hereinafter referred to as "Contractee").

W I T N E S S E T H:

WHEREAS, Contractor owns and operates a sewage treatment plant that is presently receiving Federal and State Grant assistance in the expansion of the capacity thereof, and which now has a capacity available for the treatment of sewage material from Contractee; and

WHEREAS, Contractee is an Indiana Corporation which holds Certificates of Territorial Authority from the Public Service Commission of Indiana to render sewage disposal service within certain areas in Washington Township, Allen County, Indiana, and desires to contract with Contractor to treat sewage material collected by Contractee; and

WHEREAS, during the term of this Agreement it is anticipated there will be technological and administrative changes which will affect the treatment of sewage material and that said treatment may be handled more efficiently if Contractee does not deliver all sewage material passing through its system to Contractor for processing, and, accordingly, it is understood by and between the parties hereto that Contractee is not hereby required to deliver all or any specific amount of its sewage material to Contractor for treatment, but may treat the same in facilities provided by Contractee or in other publicly or privately owned facilities.

NOW, THEREFORE, Contractor agrees to provide Contractee with sewage treatment service through Contractee's connection with the Fort Wayne sewer system for sewage treatment pursuant to the following terms and conditions:

1. Effective Date: It is understood and agreed between the parties that this Agreement shall become effective after its execution and approval by the Board of Public Works, Common Council to the City of Fort Wayne, by the Board of Directors of Contractee and such regulatory agencies as may be legally required. It is also understood and agreed that this Agreement is also subject to the approval of the Indiana Stream Pollution Control Board, the Indiana State Board of Health, and any other regulatory agency as may be legally required.

2. Term of Agreement. This Agreement shall continue in full force and effect for twenty (20) consecutive years from the effective date of this Agreement.

3. Interconnection. Contractor agrees to accept for treatment in its sewage system, sewage material delivered by Contractee at such tap-in point as shall be designated by the parties and shown on Exhibit "A-2" attached hereto and made a part hereof.

The engineering plans and specifications for any transporting gravity sewer line, pumping stations, measuring devices and appurtenances to connect Contractee's and Contractor's systems at the tap-in point, with copies of such plans and specifications to be in the hands of each party at least two (2) weeks before the same are submitted for approval to the Indiana Stream Pollution Control Board and the Indiana Board of Health in order to allow each party to review and make written comment with respect to said submissions.

It is expressly understood and agreed between the parties that all costs of the tap-in, including the planning, inspection and construction of any transporting gravity sewer line to said tap-in point shall be borne exclusively by Contractee.

4. Acceptance and Treatment of Sewage.

(A) Responsibility for Delivery and Transportation. Contractee shall be solely responsible for delivery of the sewage material in a form suitable for passage through the Fort Wayne sewer line system to the metering point and/or tap-in point. Said sewage material shall be delivered from the Contractee's sewage line system to the tap-in point by either a gravity sewer line or force main. Contractor shall be solely responsible for transporting the sewage material from the metering point and delivering same to its sewage treatment facilities.

(B) Treatment. Contractor shall be solely responsible for the proper treatment and transportation of the sewage materials received from Contractee in accordance with the requirements and standards of the Indiana Stream Pollution Control Board, Indiana State Board of Health and the Environmental Protection Agency.

(C) Sewage Materials Accepted. Contractee shall comply in every applicable regard with Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977 as amended from time to time thereafter, and as applicable to all users of the system and specifically, but not limited to, Article III, Prohibited Industrial Discharge, and all applicable Rules and Regulations of the Environmental Protection Agency. Contractor shall be under no obligation whatever to accept any type of waste or toxic materials, if said waste or material is a prohibited discharge under the rules of any regulatory agency having jurisdiction over the Contractor's sewage treatment system. Contractor has no obligation to accept radioactive material. It is recognized by Contractee that the Code of the City of Fort Wayne, Indiana of 1977, Chapter 24, may be amended from time to time so as to change the types of waste which must be accepted by Contractor and the parties specifically agree to such amendments; however, this shall not constitute a waiver of Contractee's right to testify or oppose passage of said ordinances and amendments.

Upon discovery that unacceptable sewage materials as defined by Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, as amended from time to time, or waste or materials deemed unacceptable pursuant to rules and regulations duly promulgated by any regulatory agency having jurisdiction, are being transmissed by the Contractee's connection to Contractor's system:

(1) Contractor shall immediately notify Contractee of such unacceptable sewage or materials, including the location, time or times, the nature of such unacceptable sewage or waste, and such other information as may be available.

(2) Upon verbal notification and confirmation thereof in writing and Contractee's ability to identify the user responsible for the delivery of such unacceptable sewage materials, Contractee shall notify that user to immediately cease delivery of such materials and/or waste within twenty-four (24) hours.

(3) Contractor shall, in the event Contractee is unable to identify the location, time and source of such unacceptable sewage, cooperate with Contractee in locating such source. The Contractee will use its best efforts to correct or cut off the user delivering unacceptable sewage materials to Contractee's and Contractor's systems.

(4) In the event that the user delivering such unacceptable sewage or materials through Contractee's Interconnection Point to Contractor's system, cannot be ascertained after diligent inquiry by Contractee and Contractor, then Contractee and Contractor shall give notice immediately to the Technical Secretary of the Indiana Stream Pollution Control Board, and request that an emergency investigation be instigated forthwith in regard to the matter. Said emergency investigation shall determine the severity of the damage to Contractor's collection and treatment facilities resulting from the discharge of such unacceptable sewage or materials. After such emergency investigation, the Technical Secretary of the Indiana Stream Pollution Control Board may issue an order mandating Contractee to cease delivering such unacceptable sewage.

(5) In the event Contractee does not comply with said order, then Contractor shall have the right to cease receiving sewage from Contractee at the interconnection point, and may disconnect at Contractee's expense, or take other appropriate action consistent with the order of the Technical Secretary to the Indiana Stream Pollution Control Board until the cause for such action is remedied to the satisfaction of Contractee, Contractor, Environmental Protection Agency and Indiana Stream Pollution Control Board. Provided, however, that the right to cease servicing the entire system of Contractee, as in this paragraph set forth, shall be only for the delivering of unacceptable sewage or waste materials, as provided herein.

(D) Volume. In the event of flow which averages more than 0.300 mgd (hereafter "base mgd"), for any ninety (90) day period (hereafter "qualifying period"), then an additional treatment plant capital charge (hereafter "surcharge"), will be paid by Contractee, subject to the following provision:

(1) This surcharge shall be equal to the capital charge for Contractor's treatment rate for all users multiplied by the ratio of the excess mgd during the qualifying period to the base mgd per 100 cu. ft. thereof.

(E) Cost of Treatment.

(1) Rate. Contractee agrees to pay to Contractor for the conveyance, treatment and billing of sewage flow received at the metering point both in respect of the volume and composition of such flow as set out in the contract rate attached hereto as Exhibit "B".

The rates set forth in Exhibit "B", it is understood by the parties, will be subject to annual review and adjustment whenever the rates charged all other contract users are reviewed and adjusted.

It is understood by and between the parties hereto that Contractee may, in the event of a rate increase by Contractor, apply to the Public Service Commission of Indiana for a rate increase to Contractee's customers. Contractor agrees that it will cooperate in connection with any hearing concerning said rate increase at Contractee's expense to the extent that the rate increase is necessitated by the increase in Contractor's rates to Contractee, but only to that extent.

(2) Metering and Sampling Devices. Contractee shall properly install and maintain the required metering and sampling devices for the purpose of measuring the volume of sewage material delivered by Contractee to the tap-in point for treatment, and to provide sampling and monitoring capability. Said metering and sampling devices shall be constructed in a manner and in a place acceptable to Contractor. The design of meters and metering points shall be approved by Contractor. Each such device shall be subject to the inspection, testing and approval of Contractor at all reasonable times during normal business hours and upon giving one business day's notice to Contractee. Contractee shall have like privileges with regard to any metering and sampling devices installed and maintained by Contractor. For said purposes, and for the purposes of reading and recording data from said meters, each party shall at all times have complete and free accoss to said metering point and devices.

Either party shall have the right to be present while the other party is exercising its right of inspection and testing or while it is reading and recording data.

Notwithstanding the above, Contractee may, at its expense install a temporary metering device upon execution hereof for purposes of measuring the flow of sewage at the tap-in point until such time as the permanent metering device has been designed, approved and installed. The temporary metering device shall be replaced by the Contractee with the permanent metering device within six (6) months of its installation.

The cost of planning, designing, building and installing any additional metering and sampling devices for an additional tap-in point including acquisition of real estate shall be borne exclusively by Contractee. In addition, Contractee shall assume complete responsibility, including costs, for the installation, maintenance and repair of said metering device and will further defray any costs incurred by reason of testing of the metering devices as requests may be made by Contractor from time to time, provided such requests are reasonable as to frequency and nature of tests required.

Sampling devices which are capable of providing a twenty-four (24) hour composite sample taken hourly shall be installed and maintained by Contractee. The location of such sampling devices and the specifications thereof shall be approved by the Contractor. Composite twenty-four (24) hour sampling will be conducted at the minimum of weekly intervals by Contractor. Parameters to be tested shall include PH, suspended solids, COD, BOD, phosphorus, metal ions, total nitrogen and other testing as required to satisfy Indiana Stream Pollution Control Board and the United States Environmental Protection Agency Regulations.

Material samples as received from the sampling devices shall be available to both contracting parties. In the event the Contractor provides to Contractee testing of samples, the cost of providing additional tests shall be paid by Contractee. The results of tests on samples shall be exchanged between the parties.

(3) Payment. The volume of sewage accepted by Contractor into its sewage system for processing from Contractee as measured by such metering devices shall be determined on or about the first Monday of each calendar month and Contractor shall bill Contractee within thirty (30) days thereafter for the charges applicable under rate schedules then in effect for the previous thirty (30) day metered

period with said bill showing appropriate meter readings. Such charges shall commence on the first date sewage is accepted by Contractor into its sewage system from Contractee for processing. Payment shall be made by Contractee promptly, within thirty (30) days after being billed by Contractor.

(4) Rate Covenants of Contractee.

(A) Contractee shall institute, maintain and enforce a system of user charges in accordance with Section 204 (b) (1), Public Law 92-500 as amended and supplemented and the guidelines and regulations promulgated from time to time thereunder by the Environmental Protection Agency.

(B) Contractor shall cooperate with Contractee in adopting and enforcing rates, rules and regulations for users of the sewage system of the Contractee which are in conformity with the applicable regulatory requirements adopted and enforced by the Contractor for the purpose of permitting the Contractor, on a continuing basis, to be awarded grants from the State of Indiana and from the Environmental Protection Agency and other governmental agencies which may now or in the future offer grants incident to the treatment and collection of sewage.

(C) Contractee shall institute, maintain and enforce an Industrial Cost Recovery System for industrial users (as such users are defined in 40 CFR 35,905), as required under applicable Rules and Regulations of the Environmental Protection Agency with particular reference to paragraphs 35.935-15 and 35.928 of the Rules and Regulations of the Environmental Protection Agency pursuant to Public Law 92-500, and all acts and amendments subsequent thereto.

5. Billing. Contractor will be responsible for reading the metering devices at the metering point and billing the Contractee therefore in accordance with rate schedules then in effect.

6. Litigation. The Contractee agrees and undertakes to hold harmless and indemnify Contractor from any liability damages losses, expenses or costs arising from any action, negligence, or failure to act on the part of Contractee in the operation of its sewage system.

7. Compliance with Rules, Regulations, Standards and Laws. The parties of this Agreement shall comply with all state and federal regulations, standards and laws regarding the collection and treatment of sewage and the operation of their respective systems. In the event studies and/or rehabilitations are necessary or required as a condition of Contractor receiving a sewage grant, Contractee shall fully cooperate with Contractor to satisfy such requirements.

8. Notices. Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party. At the date of the execution of this Agreement, Contractor's address is City-County Building, Attention of the Mayor; and Contractee's official address is: Utility Center, 927 South Harrison Street, P. O. Box 875, Fort Wayne, Indiana 46801.

9. Benefits. All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

10. Rights in Event of Condemnation. If the Contractor shall exercise its right of eminent domain to acquire any or all of the assets of the Contractee, this Agreement shall expire at the time the Contractor takes possession of such assets and becomes responsible for their operation, and all rights herein provided to Contractee shall cease. In the event the Contractor shall exercise its right of eminent domain successfully, the monetary value of the rights and obligations imposed under this Agreement shall not be included upon condemnation. It is the intent of this provision simply to provide that Contractor shall not be required to pay in a comdemnation action for the rights it has hereby bestowed nor shall Contractor receive any benefits from any obligation hereby imposed on Contractee.

11. Severability. This Agreement has been reached in an attempt, among other things, to put an end to the many years of litigation between the parties. Because of term of this Agreement and the many questions which may arise between the parties in the future, the parties realize that disputes may recur and that there may be additional litigation. With full knowledge of this, and in an attempt to minimize the scope of any such litigation, it is hereby agreed by and between the parties that the provisions of this Agreement are severable; and that, in the event one or more such provisions are held invalid or unenforceable, the remaining provisions of the contract shall not be effected but to continue to govern the relationship of the parties according to the terms.

12. Changes in Regulatory Authority. Reference has been made throughout this Agreement to the Puhlic Service Commission of Indiana, the Indiana State Board of Health, the Indiana Stream Pollution Control Board, the Environmental

Protection Agency, and to other regulatory agencies, either by name or by description. It is understood by and between the parties that any such reference to any regulatory agency shall apply not only to such regulatory agencies as presently exists but also to any other agency which may assume the functions of such agency in the future.

13. Complete Agreement. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supercede all previous Agreements and/or Contracts.

CONTRACTOR:

ATTEST:

CITY OF FORT WAYNE, INDIANA

Charles W. Westerman
Clerk

By _____
Winfield C. Moses, Jr.
Mayor

BOARD OF PUBLIC WORKS

ATTEST:

By _____
Mark L. Akers, Chairman

Sandra E. Kennedy, Clerk
BOARD OF PUBLIC WORKS

By _____
Herbert R. Gamache, Member

By _____
Roberta Anderson Staten, Member

CONTRACTEE: CLEARWATER UTILITIES, INC.

ATTEST:

L. DeNeal Hartman
Title L. DeNeal Hartman, Secretary

By James A. Noneman, President
Title

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the above named Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Charles W. Westerman, Clerk of the City of Fort Wayne, Mark L. Akers, Chairman, and Herbert R. Gamache and Roberta Anderson Staten, Members of the Board of Public Works and Sandra E. Kennedy, Clerk of the Board of Public Works, City of Fort Wayne, who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 13th day of March, 1980.

Anne J. Fox
Notary Public
A resident of Allen County, Indiana

My Commission Expires:
3-6-84

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared James A. Noneman, President and L. DeNeal Hartman, Secretary of CLEARWATER UTILITIES, INC.
who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 12th day of March, 1980.

Susann L. Hiatt
Notary Public Susann L. Hiatt
A resident of Allen County, Indiana

My Commission Expires:

April 18, 1981

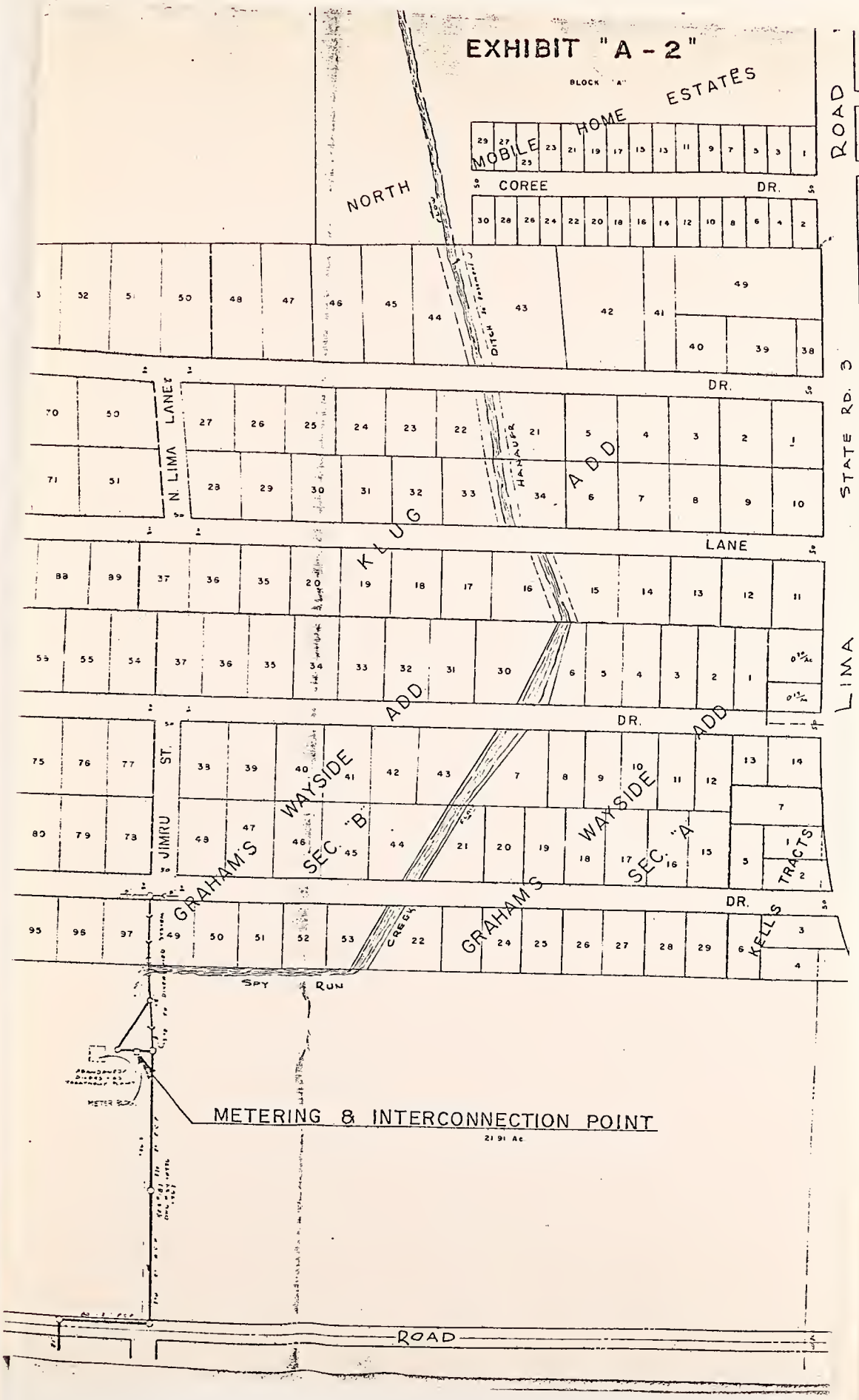


EXHIBIT "A - 2"
BLOCK "A"
MOBILE HOME ESTATES
NORTH
COREE DR.
DITCH
N LIMA LANE
KLUG ADD
HAUER ADD
LANE
DR.
STATE RD. 3
LIMA
ROAD
ST.
JIMRU
GRAHAM'S WAYSIDE SEC. "B"
GRAHAM'S WAYSIDE SEC. "A"
ADD
TRACTS
KELLS
CREEK
SPY RUN
METERING & INTERCONNECTION POINT
21.91 Ac
METER BOX
ROAD

EXHIBIT "B"

BILL NO. S-78-06-35 (AS AMENDED)

SPECIAL ORDINANCE NO. S-155-78

AN ORDINANCE amending certain sections
of Chapter 24 "Sewer and Sewerage Systems"
so as to increase the rates prescribed

WHEREAS, it is necessary to increase the rates charged for use of the Water Pollution Control Service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, in order to pay the increased operating expenses and other costs incidental to the operation and maintenance of the newly expanded Water Pollution Control Treatment Plant.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

ARTICLE VII. USER CHARGES

701. User Volume Charges. The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)	Class of User	
	Domestic	Manufacturing
Treatment	17.8	17.8
Conveyance, Collection, Billing	17.3	11.3
Capital	11.1	8.4
Total User Charge	46.2	37.5

702. User Minimum Charges. In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exhibited above does not exceed the minumum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.72
1 - 1 1/2"	8.16
2"	16.65
3"	33.44
4"	55.58
6" or larger	154.39

703. User Flat Charges. In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)
Domestic User - Single Family Residence	$6.70
Domestic User - Multi Family Residence	To be estimated by City
Commercial & Industrial User	To be estimated by City

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accommodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges. In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

Volume Charge (cents per 100 cu. ft.)

Treatment	17.8
Captial Charge	11.1
	28.9

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strenght of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.731
Biological Oxygen Demand - (BOD)	3.736
Phosphorus _ (P)	35.754

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder may be increased by the zone surcharge rate set forth in Article IX hereafter if said contract customer qualifies by reason of location. Repealed by Common Council 3/11/80.

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery

System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U. S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.928-2, and 35.935-13.

705. Bulk Waste Charges.

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing Charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilitized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenace provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURCHARGE

801. Liablity for Surcharge. Each user discharging wastes into the sewerage system shall be subject to a strenght of wastes surcharge,

in addition to other sewage service charges imposed by this ordinance, based on the following minimum strenght characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge. The surcharge shall be determined as follows:

a. The excess pounds of BOD or COD (whichever results in the higher charge, suspended solids, and phosphorus will each be computed by first muliplying the user's billing sewage volume measured in units of 100 cubic feet for the current billing period by the factor 0.0062321 and then multiplying this product by the difference between (a) the concentrations measured in milligrams per liter of the BOD (or COD), suspended solids, and phosphorus respectively in the user's sewage and (b) the allowed concentrations set out in paragraph 801. The surcharge for each constituent will then be determined by multiplying the excess pounds of each constituent by the appropriate rate of surcharge set out in paragraph 803. In the event COD measurement is used, as hereinbefore provided, 50% of the excess pounds measured will be used to compute the equivalent BOD charge.

803. Rates of Surcharge. The rate of surcharge for each of the aforementioned constituents shall be as follows:

a. For biological oxygen demand (BOD) - 3.736 cents per pound

b. For suspended solids (SS) - 3.731 cents per pound

c. For phosphorus (P) -35.754 cents per pound

804. Waste Evaluation Charges. All users discharging wastes into the system requiring continuing surveillance, sampling and waste evaluation shall be subject to a monthly fixed charge to cover the costs of such services in the amount of $75.00 per discharge point.

805. Revision of Rates of Surcharge. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose shall submit to the

Board of Public Works a comparison of the calculated unit costs for removing BOD, suspended solids, and phosphorus from the Sewage Treatment Plant influent during the previous calendar year with the unit charges currently in effect in order that the Board may determine whether the current rates of surcharge are adequate or should be changed and request legislative enactment of said changes by the Common Council.

ARTICLE IX. ZONE SURCHARGE

901. The charges for sewerage services rendered to users situated outside the primary zone of the City of Fort Wayne shall be 136% of the charges collected from users for the same service rendered within the primary zone as defined and described in the map attached hereto and made a part of this ordinance. The purpose of this surcharge is to recover funds contributed from civil city tax levies used heretofore to construct facilities of the sewage works located within the primary zone. This surcharge shall terminate on December 31, 1981 or after collections therefrom shall equal $990,000.00 whichever occurs sooner.

Repealed by Common Council 3/11/80

ARTICLE X. BILLING OF SERVICE CHARGES

1001. Billing Period. Charges for sewerage service shall be prepared and billed by the General Office of the City Utilities along with the bills for water service and shall be payable at the General Office at the same time as the water bills.

1002. Liability for Payment. The charges for sewerage service shall be billed to the person being billed for water service unless, by contract with the Utility, another person assumes such responsibility. If a tenant is billed, the owner shall in no way be relieved of liability in the event payment is not made by the tenant as herein required. Such owner shall have the right to examine the City's collection records to ascertain whether such charges have been paid.

1003. First Billings. The rates, charges and surcharges fixed in this ordinance shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice. If the first billing to a new user covers a period other than a full billing month, then the service charges for such billing shall be made in keeping with standard practice in the Water Utility. Subsequent sewerage service billings shall be for period coinciding with the billing periods for water service. If such rates, charges and/or surcharges are changed, the first billing after such change may also

be for a period other than a full billing month in order to keep the sewerage billing periods coincident with the water billing periods.

1004. City Subject to Charges. For sewerage service rendered to the City, the City shall be subject to the same rates and charges herein established for other persons or to rates and charges established in harmony herewith.

1005. Consolidation of Accounts. Where an industrial, commercial or other non-residential enterprise is operating in a unified manufacturing or service area composed of two or more continguous parcels of real estate and is supplied with water through two or more meters, upon application by the owner or his authorized agent, a consolidation of the water meter readings shall be made for the purpose of calculating the sewerage charge.

BILL NO. S-79-06-13

SPECIAL ORDINANCE NO. S-100-79

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" so as to adjust rates and other provisions prescribed therein

WHEREAS, it is necessary to adjust the rates charged for use of the Water Pollution Control service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, and to make it mandatory that all inhabitants make connection for said service where available;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

Article II. General Provisions

201. Bylaws, Rules and Regulations. The Board of Public Works of the City of Fort Wayne shall, in accordance with the Statutes of Indiana, make and enforce whatever bylaws, rules and regulations it may deem necessary for the safe, economical and efficient management of the City's Sewage Utility, for the construction and use of building sewers and connections to the sewerage system, for the regulation, collection and refunding of the rates and charges for sewerage service and, in general, for the implementation of the provisions of this ordinance.

202. Requirements for Connection to Public Sewers. No owner or occupant of any real property shall tap or drain either directly or indirectly into any public sewer until a sewer tap permit has been obtained and until he has satisfied his obligation to pay all assessments, reimbursements or pro rata shares of sewer extension costs laid against that property for public sewers installed to serve it. A tap permit given in error shall not operate to nullify any such obligation that has been duly recorded.

Tap permits shall be obtained from the City's Permit Office and shall be issued only to licensed sewer tap contractors, who shall pay to the Sewage Utility a fee of thirty-five dollars for each tap permit for a normal six-inch service, a fee of seventy dollars for each tap permit for a special six-inch service and a fee of seventy dollars for each tap permit for a service larger than six inches. After making each sewer tap and building sewer installation, the tap contractor shall notify the Sewer Engineer so that the tap and the building sewer can be inspected and approved before the excavation is backfilled. Any tap or building sewer installation not made in accordance with the foregoing provisions shall be deemed an illegal installation and, upon discovery, shall be promptly disconnected at the expense of the property owner and shall remain disconnected until the provisions of this paragraph 202 have been complied with.

The Board of Public Works shall have the authority to require an owner of real property to disconnect from a building sewer which drains into a sanitary sewer any downspouts, yard drains or other drains which carry the runoff of natural precipitation. Property owners shall have thirty days after notice to comply with any such requirements.

New connections should be made only after there has been adequate assurance by City that the downstream facilities of the sewage works have adequate capacity to handle the new waste loadings.

No persons shall make connections of roof downspouts, exterior foundation drains, or other sources of surface run-off or ground water to a building sewer or building drain which is connected, directly or indirectly, to a sanitary sewer of the City.

Any and all private sewer systems of any kind now existing in or on premises where a public sewer is now or may hereafter become available shall be discontinued, emptied of its contents, cleaned out and be filled with earth or ashes, and the house sewer shall be disconnected from the existing private sewage system and be connected to the public sewer. All such connections to the public sewer shall be made within ninety days of the date the public sewer becomes available.

203. Extensions of Sewers Outside Corporate Limits. The installation, construction or extension of sewers by the City outside the corporate limits of the City and the connection or extension of sewers into the City's sewerage system from, by or for properties located outside such limits shall be prohibited, except upon prior approval by the Common Council of the City by duly enacted ordinance.

204. Connections to Sewerage System by Certain Out-of-City Properties. Notwithstanding the provisions of paragraph 203, the Board of Public Works of the City shall have the authority to permit a property located outside the corporate limits of the City to connect to an existing sewer which is part of the City's sewerage system, provided the property abuts, adjoins and is immediately contiguous to the street, alley or easement in which such sewer is located and provided the property owner or occupant has complied with the conditions set out in paragraph 202.

205. Violations and Penalties. Any person found to be violating or failing to comply with any of the provisions of paragraphs 202, 206, 301, 401 through 405, 501 through 503, 602 or 605 shall be served by the City with a written notice stating the nature of the violation and providing a reasonable time limit for its satisfactory correction. The offender shall, within the period of time stated in the notice, permanently cease all violations.

Any person who shall continue any violation beyond the stated time limit shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine in any amount not less than $100.00 and not more than $500.00. Each day in which any such violation shall continue shall be deemed a separate offense.

Any person violating any of the provisions of the paragraphs set out above and convicted thereof shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

206. Responsibility For City Property. No unauthorized person, firm, or corporation shall maliciously, willfully, or negligently break, damage, destroy, remove, deface, or tamper with any structure, appurtenance, or equipment which is part of or belonging to the Water Pollution Control Plant. Any person violating this provision shall be subject to immediate arrest under charge of a misdemeanor.

207. Amendment. The City of Fort Wayne reserves the right to amend this chapter of the Municipal Code, including the rates herein established, in part or in whole, as provided and permitted by the Statutes of Indiana, whenever it may deem it necessary.

ARTICLE VII. USER CHARGES

701. User Volume Charges

The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)

	Class of User	
	Domestic	Manufacturing
Treatment	17.1	17.1
Conveyance, Collection, Billing	16.6	10.8
Capital	10.7	8.1
Total User Charge	44.4	36.0

702. User Minimum Charges

In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exibited above does not exceed the minimum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.22
1 - 1 1/2"	7.83
2"	15.98
3"	32.10
4"	53.36
6" or larger	148.21

703. User Flat Charges

In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)	
	In-City	Out-City
Domestic User - Single Family Residence	$ 4.44	$ 5.33
Domestic User - Multi Family Residence	To be estimated by City	
Commercial and Industrial User	To be estimated by City	

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accomodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges

In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

Volume Charge (cents per 100 cu. ft.)

Treatment	17.1
Capital Charge	10.7
	27.8

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strength of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.587
Biochemical Oxygen Demand -(BOD)	3.582
Phosphorus - (P)	34.324

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder may be increased by the zone surcharge rate set forth in Article IX hereafter if said contract customer qualifies by reason of location.

Repealed by Common Council 3-11-80

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U.S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.935-13.

705. Bulk Waste Charges

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges

Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenance provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURCHARGE

801. Liability for Surcharge

Each user discharging wastes into the sewerage system shall be subject to a strength of wastes surcharge, in addition to other sewage service charges imposed by this ordinance, based on the following minimum strength characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge

The surcharge shall be determined as follows:

9

11

regional

68-226-3 H.I
3/13/80

WATER POLLUTION CONTROL TREATMENT AGREEMENT

BETWEEN

THE CITY OF FORT WAYNE, INDIANA

AND

DIVERSIFIED UTILITIES, INC.
(LAKE RIVER ESTATES)

THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this 12TH day of March, 1980, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Contractor"), and DIVERSIFIED UTILITIES, INC., a corporation of the State of Indiana (hereinafter referred to as "Contractee").

W I T N E S S E T H:

WHEREAS, Contractor owns and operates a sewage treatment plant that is presently receiving Federal and State Grant assistance in the expansion of the capacity thereof, and which now has a capacity available for the treatment of sewage material from Contractee; and

WHEREAS, Contractee is an Indiana Corporation which holds Certificates of Territorial Authority from the Public Service Commission of Indiana to render sewage disposal service within certain areas in St. Joe Township, Allen County, Indiana, and desires to contract with Contractor to treat sewage material collected by Contractee; and

WHEREAS, during the term of this Agreement it is anticipated there will be technological and administrative changes which will affect the treatment of sewage material and that said treatment may be handled more efficiently if Contractee does not deliver all sewage material passing through its system to Contractor for processing, and, accordingly, it is understood by and between the parties hereto that Contractee is not hereby required to deliver all or any specific amount of its sewage material to Contractor for treatment, but may treat the same in facilities provided by Contractee or in other publicly or privately owned facilities.

NOW, THEREFORE, Contractor agrees to provide Contractee with sewage treatment service through Contractee's connection with the Fort Wayne sewer system for sewage treatment pursuant to the following terms and conditions:

1. Effective Date: It is understood and agreed between the parties that this Agreement shall become effective after its execution and approval by the Board of Public Works, Common Council to the City of Fort Wayne, by the Board of Directors of Contractee and such regulatory agencies as may be legally required. It is also understood and agreed that this Agreement is also subject to the approval of the Indiana Stream Pollution Control Board, the Indiana State Board of Health, and any other regulatory agency as may be legally required.

2. Term of Agreement. This Agreement shall continue in full force and effect for twenty (20) consecutive years from the effective date of this Agreement.

3. Interconnection. Contractor agrees to accept for treatment in its sewage system, sewage material delivered by Contractee at such tap-in point as shall be designated by the parties and shown on Exhibit "A-4" attached hereto and made a part hereof.

The engineering plans and specifications for any transporting gravity sewer line, pumping stations, measuring devices and appurtenances to connect Contractee's and Contractor's systems at the tap-in point, with copies of such plans and specifications to be in the hands of each party at least two (2) weeks before the same are submitted for approval to the Indiana Stream Pollution Control Board and the Indiana Board of Health in order to allow each party to review and make written comment with respect to said submissions.

It is expressly understood and agreed between the parties that all costs of the tap-in, including the planning, inspection and construction of any transporting gravity sewer line to said tap-in point shall be borne exclusively by Contractee.

4. Acceptance and Treatment of Sewage.

(A) Responsibility for Delivery and Transportation. Contractee shall be solely responsible for delivery of the sewage material in a form suitable for passage through the Fort Wayne sewer line system to the metering point and/or tap-in point. Said sewage material shall be delivered from the Contractee's sewage line system to the tap-in point by either a gravity sewer line or force main. Contractor shall be solely responsible for transporting the sewage material from the metering point and delivering same to its sewage treatment facilities.

(B) Treatment. Contractor shall be solely responsible for the proper treatment and transportation of the sewage materials received from Contractee in accordance with the requirements and standards of the Indiana Stream Pollution Control Board, Indiana State Board of Health and the Environmental Protection Agency.

(C) Sewage Materials Accepted. Contractee shall comply in every applicable regard with Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977 as amended from time to time thereafter, and as applicable to all users of the system and specifically, but not limited to, Article III, Prohibited Industrial Discharge, and all applicable Rules and Regulations of the Environmental Protection Agency. Contractor shall be under no obligation whatever to accept any type of waste or toxic materials, if said waste or material is a prohibited discharge under the rules of any regulatory agency having jurisdiction over the Contractor's sewage treatment system. Contractor has no obligation to accept radioactive material. It is recognized by Contractee that the Code of the City of Fort Wayne, Indiana of 1977, Chapter 24, may be amended from time to time so as to change the types of waste which must be accepted by Contractor and the parties specifically agree to such amendments; however, this shall not constitute a waiver of Contractee's right to testify or oppose passage of said ordinances and amendments.

Upon discovery that unacceptable sewage materials as defined by Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, as amended from time to time, or waste or materials deemed unacceptable pursuant to rules and regulations duly promulgated by any regulatory agency having jurisdiction, are being transmissed by the Contractee's connection to Contractor's system:

(1) Contractor shall immediately notify Contractee of such unacceptable sewage or materials, including the location, time or times, the nature of such unacceptable sewage or waste, and such other information as may be available.

(2) Upon verbal notification and confirmation thereof in writing and Contractee's ahility to identify the user responsible for the delivery of such unacceptable sewage materials, Contractee shall notify that user to immediately cease delivery of such materials and/or waste within twenty-four (24) hours.

(3) Contractor shall, in the event Contractee is unable to identify the location, time and source of such unacceptable sewage, cooperate with Contractee in locating such source. The Contractee will use its best efforts to correct or cut off the user delivering unacceptable sewage materials to Contractee's and Contractor's systems.

(4) In the event that the user delivering such unacceptable sewage or materials through Contractee's Interconnection Point to Contractor's system, cannot be ascertained after diligent inquiry by Contractee and Contractor, then Contractee and Contractor shall give notice immediately to the Technical Secretary of the Indiana Stream Pollution Control Board, and request that an emergency investigation be instigated forthwith in regard to the matter. Said emergency investigation shall determine the severity of the damage to Contractor's collection and treatment facilities resulting from the discharge of such unacceptable sewage or materials. After such emergency investigation, the Technical Secretary of the Indiana Stream Pollution Control Board may issue an order mandating Contractee to cease delivering such unacceptable sewage.

(5) In the event Contractee does not comply with said order, then Contractor shall have the right to cease receiving sewage from Contractee at the interconnection point, and may disconnect at Contractee's expense, or take other appropriate action consistent with the order of the Technical Secretary to the Indiana Stream Pollution Control Board until the cause for such action is remedied to the satisfaction of Contractee, Contractor, Environmental Protection Agency and Indiana Stream Pollution Control Board. Provided, however, that the right to cease servicing the entire system of Contractee, as in this paragraph set forth, shall be only for the delivering of unacceptable sewage or waste materials, as provided herein.

(D) Volume. In the event of flow which averages more than 0.060 mgd (hereafter "base mgd"), for any ninety (90) day period (hereafter "qualifying period"), then an additional treatment plant capital charge (hereafter "surcharge"), will be paid by Contractee, subject to the following provision:

(1) This surcharge shall be equal to the capital charge for Contractor's treatment rate for all users multiplied by the ratio of the excess mgd during the qualifying period to the base mgd per 100 cu. ft. thereof.

(E) Cost of Treatment.

(1) Rate. Contractee agrees to pay to Contractor for the conveyance, treatment and billing of sewage flow received at the metering point both in respect of the volume and composition of such flow as set out in the contract rate attached hereto as Exhibit "B".

The rates set forth in Exhibit "B", it is understood by the parties, will be subject to annual review and adjustment whenever the rates charged all other contract users are reviewed and adjusted.

It is understood by and between the parties hereto that Contractee may, in the event of a rate increase by Contractor, apply to the Public Service Commission of Indiana for a rate increase to Contractee's customers. Contractor agrees that it will cooperate in connection with any hearing concerning said rate increase at Contractee's expense to the extent that the rate increase is necessitated by the increase in Contractor's rates to Contractee, but only to that extent.

(2) Metering and Sampling Devices. Contractee shall properly install and maintain the required metering and sampling devices for the purpose of measuring the volume of sewage material delivered by Contractee to the tap-in point for treatment, and to provide sampling and monitoring capability. Said metering and sampling devices shall be constructed in a manner and in a place acceptable to Contractor. The design of meters and metering points shall be approved by Contractor. Each such device shall be subject to the inspection, testing and approval of Contractor at all reasonable times during normal business hours and upon giving one business day's notice to Contractee. Contractee shall have like privileges with regard to any metering and sampling devices installed and maintained by Contractor. For said purposes, and for the purposes of reading and recording data from said meters, each party shall at all times have complete and free access to said metering point and devices.

Either party shall have the right to be present while the other party is exercising its right of inspection and testing or while it is reading and recording data.

Notwithstanding the above, Contractee may, at its expense install a temporary metering device upon execution hereof for purposes of measuring the flow of sewage at the tap-in point until such time as the permanent metering device has been designed, approved and installed. The temporary metering device shall be replaced by the Contractee with the permanent metering device within six (6) months of its installation.

The cost of planning, designing, building and installing any additional metering and sampling devices for an additional tap-in point including acquisition of real estate shall be borne exclusively by Contractee. In addition, Contractee shall assume complete responsibility, including costs, for the installation, maintenance and repair of said metering device and will further defray any costs incurred by reason of testing of the metering devices as requests may be made by Contractor from time to time, provided such requests are reasonable as to frequency and nature of tests required.

Sampling devices which are capable of providing a twenty-four (24) hour composite sample taken hourly shall be installed and maintained by Contractee. The location of such sampling devices and the specifications thereof shall be approved by the Contractor. Composite twenty-four (24) hour sampling will be conducted at the minimum of weekly intervals by Contractor. Parameters to be tested shall include PH, suspended solids, COD, BOD, phosphorus, metal ions, total nitrogen and other testing as required to satisfy Indiana Stream Pollution Control Board and the United States Environmental Protection Agency Regulations.

Material samples as received from the sampling devices shall be available to both contracting parties. In the event the Contractor provides to Contractee testing of samples, the cost of providing additional tests shall be paid by Contractee. The results of tests on samples shall be exchanged between the parties.

(3) Payment. The volume of sewage accepted by Contractor into its sewage system for processing from Contractee as measured by such metering devices shall be determined on or about the first Monday of each calendar month and Contractor shall bill Contractee within thirty (30) days thereafter for the charges applicable under rate schedules then in effect for the previous thirty (30) day metered

period with said bill showing appropriate meter readings. Such charges shall commence on the first date sewage is accepted by Contractor into its sewage system from Contractee for processing. Payment shall be made by Contractee promptly, within thirty (30) days after being billed by Contractor.

(4) Rate Covenants of Contractee.

(A) Contractee shall institute, maintain and enforce a system of user charges in accordance with Section 204 (b) (1), Public Law 92-500 as amended and supplemented and the guidelines and regulations promulgated from time to time thereunder by the Environmental Protection Agency.

(B) Contractor shall cooperate with Contractee in adopting and enforcing rates, rules and regulations for users of the sewage system of the Contractee which are in conformity with the applicable regulatory requirements adopted and enforced by the Contractor for the purpose of permitting the Contractor, on a continuing basis, to be awarded grants from the State of Indiana and from the Environmental Protection Agency and other governmental agencies which may now or in the future offer grants incident to the treatment and collection of sewage.

(C) Contractee shall institute, maintain and enforce an Industrial Cost Recovery System for industrial users (as such users are defined in 40 CFR 35,905), as required under applicable Rules and Regulations of the Environmental Protection Agency with particular reference to paragraphs 35.935-15 and 35.928 of the Rules and Regulations of the Environmental Protection Agency pursuant to Public Law 92-500, and all acts and amendments subsequent thereto.

5. Billing. Contractor will be responsible for reading the metering devices at the metering point and billing the Contractee therefore in accordance with rate schedules then in effect.

6. Litigation. The Contractee agrees and undertakes to hold harmless and indemnify Contractor from any liability damages losses, expenses or costs arising from any action, negligence, or failure to act on the part of Contractee in the operation of its sewage system.

7. Compliance with Rules, Regulations, Standards and Laws. The parties of this Agreement shall comply with all state and federal regulations, standards and laws regarding the collection and treatment of sewage and the operation of their respective systems. In the event studies and/or rehabilitations are necessary or required as a condition of Contractor receiving a sewage grant, Contractee shall fully cooperate with Contractor to satisfy such requirements.

8. Notices. Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party. At the date of the execution of this Agreement, Contractor's address is City-County Building, Attention of the Mayor; and Contractee's official address is: Utility Center, 927 South Harrison Street, P. O. Box 875, Fort Wayne, Indiana 46801.

9. Benefits. All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

10. Rights in Event of Condemnation. If the Contractor shall exercise its right of eminent domain to acquire any or all of the assets of the Contractee, this Agreement shall expire at the time the Contractor takes possession of such assets and becomes responsible for their operation, and all rights herein provided to Contractee shall cease. In the event the Contractor shall exercise its right of eminent domain successfully, the monetary value of the rights and obligations imposed under this Agreement shall not be included upon condemnation. It is the intent of this provision simply to provide that Contractor shall not be required to pay in a comdemnation action for the rights it has hereby bestowed nor shall Contractor receive any benefits from any obligation hereby imposed on Contractee.

11. Severability. This Agreement has been reached in an attempt, among other things, to put an end to the many years of litigation between the parties. Because of term of this Agreement and the many questions which may arise between the parties in the future, the parties realize that disputes may recur and that there may be additional litigation. With full knowledge of this, and in an attempt to minimize the scope of any such litigation, it is hereby agreed by and between the parties that the provisions of this Agreement are severable; and that, in the event one or more such provisions are held invalid or unenforceable, the remaining provisions of the contract shall not be effected but to continue to govern the relationship of the parties according to the terms.

12. Changes in Regulatory Authority. Reference has been made throughout this Agreement to the Public Service Commission of Indiana, the Indiana State Board of Health, the Indiana Stream Pollution Control Board, the Environmental

Protection Agency, and to other regulatory agencies, either by name or by description. It is understood by and between the parties that any such reference to any regulatory agency shall apply not only to such regulatory agencies as presently exists but also to any other agency which may assume the functions of such agency in the future.

13. Complete Agreement. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supercede all previous Agreements and/or Contracts.

CONTRACTOR:

ATTEST:

Charles W. Westerman
Charles W. Westerman
Clerk

CITY OF FORT WAYNE, INDIANA

By _____
Winfield C. Moses, Jr.
Mayor

BOARD OF PUBLIC WORKS

By _____
Mark L. Akers, Chairman

By _____
Herbert R. Gamache, Member

By _____
Roberta Anderson Staten, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk
BOARD OF PUBLIC WORKS

CONTRACTEE:

DIVERSIFIED UTILITIES, INC.

James A. Noneman
James A. Noneman

By President
Title

ATTEST:

L. DeNeal Hartman
Title L. DeNeal Hartman, Secretary

11

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the above named Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Charles W. Westerman, Clerk of the City of Fort Wayne, Mark L. Akers, Chairman, and Herbert R. Gamache and Roberta Anderson Staten, Members of the Board of Public Works and Sandra E. Kennedy, Clerk of the Board of Public Works, City of Fort Wayne, who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 13th day of March, 1980.

Anne J. Fox
Notary Public
A resident of Allen County, Indiana

My Commission Expires:
3-6-84

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared James A. Noneman, President and L. DeNeal Hartman, Secretary of DIVERSIFIED UTILITIES, INC.
who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 12TH day of March, 1980.

Susann L. Hiatt
Notary Public Susann L. Hiatt
A resident of Allen County, Indiana

My Commission Expires:

April 18, 1981

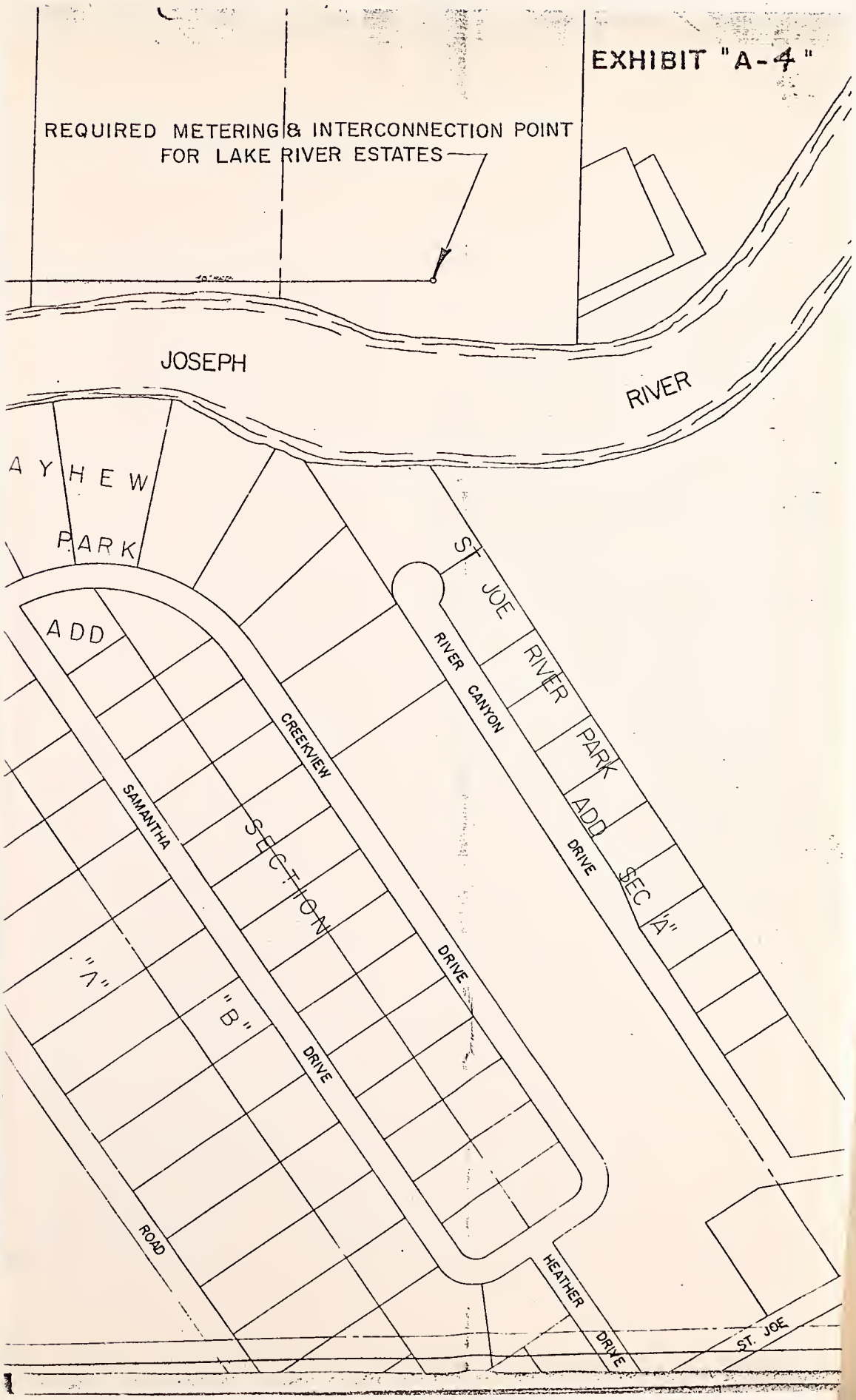


EXHIBIT "A-4"
REQUIRED METERING & INTERCONNECTION POINT
FOR LAKE RIVER ESTATES
JOSEPH
RIVER
AYHEW
PARK
ST JOE RIVER PARK ADD SEC "A"
RIVER CANYON DRIVE
ADD
CREEKVIEW DRIVE
SAMANTHA
SECTION
"A"
"B"
DRIVE
DRIVE
ROAD
HEATHER DRIVE
ST. JOE

EXHIBIT "B"

BILL NO. S-78-06-35 (AS AMENDED)

SPECIAL ORDINANCE NO. S-155-78

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" so as to increase the rates prescribed

WHEREAS, it is necessary to increase the rates charged for use of the Water Pollution Control Service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, in order to pay the increased operating expenses and other costs incidental to the operation and maintenance of the newly expanded Water Pollution Control Treatment Plant.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

ARTICLE VII. USER CHARGES

701. User Volume Charges. The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)	Class of User: Domestic	Manufacturing
Treatment	17.8	17.8
Conveyance, Collection, Billing	17.3	11.3
Capital	11.1	8.4
Total User Charge	46.2	37.5

702. User Minimum Charges. In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exhibited above does not exceed the minumum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.72
1 - 1 1/2"	8.16
2"	16.65
3"	33.44
4"	55.58
6" or larger	154.39

703. User Flat Charges. In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)
Domestic User - Single Family Residence	$6.70
Domestic User - Multi Family Residence	To be estimated by City
Commercial & Industrial User	To be estimated by City

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accommodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges. In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

Volume Charge (cents per 100 cu. ft.)

Treatment	17.8
Captial Charge	11.1
	28.9

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strenght of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.731
Biological Oxygen Demand - (BOD)	3.736
Phosphorus _ (P)	35.754

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder may be increased by the zone surcharge rate set forth in Article IX hereafter if said contract customer qualifies by reason of location. Repealed by Common Council 3/11/80.

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery

System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U. S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.928-2, and 35.935-13.

705. Bulk Waste Charges.

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing Charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilitized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenace provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURGHARGE

801. Liablity for Surcharge. Each user discharging wastes into the sewerage system shall be subject to a strenght of wastes surcharge,

in addition to other sewage service charges imposed by this ordinance, based on the following minimum strenght characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge. The surcharge shall be determined as follows:

a. The excess pounds of BOD or COD (whichever results in the higher charge, suspended solids, and phosphorus will each be computed by first muliplying the user's billing sewage volume measured in units of 100 cubic feet for the current billing period by the factor 0.0062321 and then multiplying this product by the difference between (a) the concentrations measured in milligrams per liter of the BOD (or COD), suspended solids, and phosphorus respectively in the user's sewage and (b) the allowed concentrations set out in paragraph 801. The surcharge for each constituent will then be determined by multiplying the excess pounds of each constituent by the appropriate rate of surcharge set out in paragraph 803. In the event COD measurement is used, as hereinbefore provided, 50% of the excess pounds measured will be used to compute the equivalent BOD charge.

803. Rates of Surcharge. The rate of surcharge for each of the aforementioned constituents shall be as follows:

a. For biological oxygen demand (BOD) - 3.736 cents per pound

b. For suspended solids (SS) - 3.731 cents per pound

c. For phosphorus (P) -35.754 cents per pound

804. Waste Evaluation Charges. All users discharging wastes into the system requiring continuing surveillance, sampling and waste evaluation shall be subject to a monthly fixed charge to cover the costs of such services in the amount of $75.00 per discharge point.

805. Revision of Rates of Surcharge. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose shall submit to the

Board of Public Works a comparison of the calculated unit costs for removing BOD, suspended solids, and phosphorus from the Sewage Treatment Plant influent during the previous calendar year with the unit charges currently in effect in order that the Board may determine whether the current rates of surcharge are adequate or should be changed and request legislative enactment of said changes by the Common Council.

ARTICLE IX. ZONE SURCHARGE

901. The charges for sewerage services rendered to users situated outside the primary zone of the City of Fort Wayne shall be 136% of the charges collected from users for the same service rendered within the primary zone as defined and described in the map attached hereto and made a part of this ordinance. The purpose of this surcharge is to recover funds contributed from civil city tax levies used heretofore to construct facilities of the sewage works located within the primary zone. This surcharge shall terminate on December 31, 1981 or after collections therefrom shall equal $990,000.00 whichever occurs sooner.

Repealed by Common Council 3/11/80

ARTICLE X. BILLING OF SERVICE CHARGES

1001. Billing Period. Charges for sewerage service shall be prepared and billed by the General Office of the City Utilities along with the bills for water service and shall be payable at the General Office at the same time as the water bills.

1002. Liability for Payment. The charges for sewerage service shall be billed to the person being billed for water service unless, by contract with the Utility, another person assumes such responsibility. If a tenant is billed, the owner shall in no way be relieved of liability in the event payment is not made by the tenant as herein required. Such owner shall have the right to examine the City's collection records to ascertain whether such charges have been paid.

1003. First Billings. The rates, charges and surcharges fixed in this ordinance shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice. If the first billing to a new user covers a period other than a full billing month, then the service charges for such billing shall be made in keeping with standard practice in the Water Utility. Subsequent sewerage service billings shall be for period coinciding with the billing periods for water service. If such rates, charges and/or surcharges are changed, the first billing after such change may also

be for a period other than a full billing month in order to keep the sewerage billing periods coincident with the water billing periods.

1004. City Subject to Charges. For sewerage service rendered to the City, the City shall be subject to the same rates and charges herein established for other persons or to rates and charges established in harmony herewith.

1005. Consolidation of Accounts. Where an industrial, commercial or other non-residential enterprise is operating in a unified manufacturing or service area composed of two or more continguous parcels of real estate and is supplied with water through two or more meters, upon application by the owner or his authorized agent, a consolidation of the water meter readings shall be made for the purpose of calculating the sewerage charge.

EXHIBIT "B" (continued)

BILL NO. S-79-06-13

SPECIAL ORDINANCE NO. S-100-79

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" so as to adjust rates and other provisions prescribed therein

WHEREAS, it is necessary to adjust the rates charged for use of the Water Pollution Control service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, and to make it mandatory that all inhabitants make connection for said service where available;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

Article II. General Provisions

201. Bylaws, Rules and Regulations. The Board of Public Works of the City of Fort Wayne shall, in accordance with the Statutes of Indiana, make and enforce whatever bylaws, rules and regulations it may deem necessary for the safe, economical and efficient management of the City's Sewage Utility, for the construction and use of building sewers and connections to the sewerage system, for the regulation, collection and refunding of the rates and charges for sewerage service and, in general, for the implementation of the provisions of this ordinance.

202. Requirements for Connection to Public Sewers. No owner or occupant of any real property shall tap or drain either directly or indirectly into any public sewer until a sewer tap permit has been obtained and until he has satisfied his obligation to pay all assessments, reimbursements or pro rata shares of sewer extension costs laid against that property for public sewers installed to serve it. A tap permit given in error shall not operate to nullify any such obligation that has been duly recorded.

Tap permits shall be obtained from the City's Permit Office and shall be issued only to licensed sewer tap contractors, who shall pay to the Sewage Utility a fee of thirty-five dollars for each tap permit for a normal six-inch service, a fee of seventy dollars for each tap permit for a special six-inch service and a fee of seventy dollars for each tap permit for a service larger than six inches. After making each sewer tap and building sewer installation, the tap contractor shall notify the Sewer Engineer so that the tap and the building sewer can be inspected and approved before the excavation is backfilled. Any tap or building sewer installation not made in accordance with the foregoing provisions shall be deemed an illegal installation and, upon discovery, shall be promptly disconnected at the expense of the property owner and shall remain disconnected until the provisions of this paragraph 202 have been complied with.

The Board of Public Works shall have the authority to require an owner of real property to disconnect from a building sewer which drains into a sanitary sewer any downspouts, yard drains or other drains which carry the runoff of natural precipitation. Property owners shall have thirty days after notice to comply with any such requirements.

New connections should be made only after there has been adequate assurance by City that the downstream facilities of the sewage works have adequate capacity to handle the new waste loadings.

No persons shall make connections of roof downspouts, exterior foundation drains, or other sources of surface run-off or ground water to a building sewer or building drain which is connected, directly or indirectly, to a sanitary sewer of the City.

Any and all private sewer systems of any kind now existing in or on premises where a public sewer is now or may hereafter become available shall be discontinued, emptied of its contents, cleaned out and be filled with earth or ashes, and the house sewer shall be disconnected from the existing private sewage system and be connected to the public sewer. All such connections to the public sewer shall be made within ninety days of the date the public sewer becomes available.

203. Extensions of Sewers Outside Corporate Limits. The installation, construction or extension of sewers by the City outside the corporate limits of the City and the connection or extension of sewers into the City's sewerage system from, by or for properties located outside such limits shall be prohibited, except upon prior approval by the Common Council of the City by duly enacted ordinance.

204. Connections to Sewerage System by Certain Out-of-City Properties. Notwithstanding the provisions of paragraph 203, the Board of Public Works of the City shall have the authority to permit a property located outside the corporate limits of the City to connect to an existing sewer which is part of the City's sewerage system, provided the property abuts, adjoins and is immediately contiguous to the street, alley or easement in which such sewer is located and provided the property owner or occupant has complied with the conditions set out in paragraph 202.

205. Violations and Penalties. Any person found to be violating or failing to comply with any of the provisions of paragraphs 202, 206, 301, 401 through 405, 501 through 503, 602 or 605 shall be served by the City with a written notice stating the nature of the violation and providing a reasonable time limit for its satisfactory correction. The offender shall, within the period of time stated in the notice, permanently cease all violations.

Any person who shall continue any violation beyond the stated time limit shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine in any amount not less than $100.00 and not more than $500.00. Each day in which any such violation shall continue shall be deemed a separate offense.

Any person violating any of the provisions of the paragraphs set out above and convicted thereof shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

206. Responsibility For City Property. No unauthorized person, firm, or corporation shall maliciously, willfully, or negligently break, damage, destroy, remove, deface, or tamper with any structure, appurtenance, or equipment which is part of or belonging to the Water Pollution Control Plant. Any person violating this provision shall be subject to immediate arrest under charge of a misdemeanor.

207. Amendment. The City of Fort Wayne reserves the right to amend this chapter of the Municipal Code, including the rates herein established, in part or in whole, as provided and permitted by the Statutes of Indiana, whenever it may deem it necessary.

ARTICLE VII. USER CHARGES

701. User Volume Charges

The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)

	Class of User	
	Domestic	Manufacturing
Treatment	17.1	17.1
Conveyance, Collection, Billing	16.6	10.8
Capital	10.7	8.1
Total User Charge	44.4	36.0

702. User Minimum Charges

In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exibited above does not exceed the minimum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.22
1 - 1 1/2"	7.83
2"	15.98
3"	32.10
4"	53.36
6" or larger	148.21

703. User Flat Charges

In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)	
	In-City	Out-City
Domestic User - Single Family Residence	$ 4.44	$ 5.33
Domestic User - Multi Family Residence	To be estimated by City	
Commercial and Industrial User	To be estimated by City	

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accomodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges

In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

Volume Charge (cents per 100 cu. ft.)

Treatment	17.1
Capital Charge	10.7
	27.8

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strength of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.587
Biochemical Oxygen Demand -(BOD)	3.582
Phosphorus - (P)	34.324

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder may be increased by the zone surcharge rate set forth in Article IX hereafter if said contract customer qualifies by reason of location.

Requested by Common Council
3-11-80.

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U.S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.935-13.

705. Bulk Waste Charges

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges

Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenance provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURCHARGE

801. Liability for Surcharge

Each user discharging wastes into the sewerage system shall be subject to a strength of wastes surcharge, in addition to other sewage service charges imposed by this ordinance, based on the following minimum strength characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge

The surcharge shall be determined as follows:

Original

68-226-4 H.I.
3/13/80

WATER POLLUTION CONTROL TREATMENT AGREEMENT

BETWEEN

THE CITY OF FORT WAYNE, INDIANA

AND

DIVERSIFIED UTILITIES, INC.
(ABOITE TOWNSHIP)

THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this 12th day of March, 1980, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Contractor"), and DIVERSIFIED UTILITIES, INC., a corporation of the State of Indiana (hereinafter referred to as "Contractee").

W I T N E S S E T H:

WHEREAS, Contractor owns and operates a sewage treatment plant that is presently receiving Federal and State Grant assistance in the expansion of the capacity thereof, and which now has a capacity available for the treatment of sewage material from Contractee; and

WHEREAS, Contractee is an Indiana Corporation which holds Certificates of Territorial Authority from the Public Service Commission of Indiana to render sewage disposal service within certain areas in Aboite & Wayne Twp., Allen County, Indiana, and desires to contract with Contractor to treat sewage material collected by Contractee; and

WHEREAS, during the term of this Agreement it is anticipated there will be technological and administrative changes which will affect the treatment of sewage material and that said treatment may be handled more efficiently if Contractee does not deliver all sewage material passing through its system to Contractor for processing, and, accordingly, it is understood by and between the parties hereto that Contractee is not hereby required to deliver all or any specific amount of its sewage material to Contractor for treatment, but may treat the same in facilities provided by Contractee or in other publicly or privately owned facilities.

NOW, THEREFORE, Contractor agrees to provide Contractee with sewage treatment service through Contractee's connection with the Fort Wayne sewer system for sewage treatment pursuant to the following terms and conditions:

1. Effective Date: It is understood and agreed between the parties that this Agrcement shall become effective after its execution and approval by the Board of Public Works, Common Council to the City of Fort Wayne, by the Board of Directors of Contractee and such regulatory agencies as may be lcgally required. lt is also understood and agreed that this Agreement is also subject to the approval of the Indiana Stream Pollution Control Board, the lndiana State Board of Health, and any other regulatory agency as may be legally required.

2. Term of Agreement. This Agreement shall continue in full force and effect for twenty (20) consecutive years from the effective date of this Agreement.

3. lnterconnection. Contractor agrees to accept for treatment in its sewage system, sewage material delivered by Contractee at such tap-in point as shall be designated by the parties and shown on Exhibit "A-1" attached hereto and made a part hereof.

The engineering plans and specifications for any transporting gravity sewer line, pumping stations, measuring devices and appurtenances to connect Contractee's and Contractor's systems at the tap-in point, with copies of such plans and specifications to be in the hands of each party at least two (2) weeks before the same are submitted for approval to the lndiana Stream Pollution Control Board and the lndiana Board of Health in order to allow each party to revicw and make written comment with respect to said submissions.

lt is expressly understood and agreed between the parties that all costs of the tap-in, incluɔing the planning, inspection and construction of any transporting gravity sewer line to said tap-in point shall be borne exclusively by Contractee.

4. Acceptance and Treatment of Sewage.

(A) Responsibility for Delivery and Transportation. Contractee shall be solely responsible for delivery of the sewage material in a form suitable for passage through the Fort Wayne sewer line system to the metering point and/or tap-in point. Said sewage material shall be delivered from the Contractee's sewage line system to the tap-in point by either a gravity sewer line or force main. Contractor shall be solely responsible for transporting the sewage material from the metering point and delivering same to its sewage treatment facilities.

(B) Treatment. Contractor shall be solely responsible for the proper treatment and transportation of the sewage materials received from Contractee in accordance with the requirements and standards of the Indiana Stream Pollution Control Board, Indiana State Board of Health and the Environmental Protection Agency.

(C) Sewage Materials Accepted. Contractee shall comply in every applicable regard with Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977 as amended from time to time thereafter, and as applicable to all users of the system and specifically, but not limited to, Article III, Prohibited Industrial Discharge, and all applicable Rules and Regulations of the Environmental Protection Agency. Contractor shall be under no obligation whatever to accept any type of waste or toxic materials, if said waste or material is a prohibited discharge under the rules of any regulatory agency having jurisdiction over the Contractor's sewage treatment system. Contractor has no obligation to accept radioactive material. It is recognized by Contractee that the Code of the City of Fort Wayne, Indiana of 1977, Chapter 24, may be amended from time to time so as to change the types of waste which must be accepted by Contractor and the parties specifically agree to such amendments; however, this shall not constitute a waiver of Contractee's right to testify or oppose passage of said ordinances and amendments.

Upon discovery that unacceptable sewage materials as defined by Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, as amended from time to time, or waste or materials deemed unacceptable pursuant to rules and regulations duly promulgated by any regulatory agency having jurisdiction, are being transmissed by the Contractee's connection to Contractor's system:

(1) Contractor shall immediately notify Contractee of such unacceptable sewage or materials, including the location, time or times, the nature of such unacceptable sewage or waste, and such other information as may be available.

(2) Upon verbal notification and confirmation thereof in writing and Contractee's ability to identify the user responsible for the delivery of such unacceptable sewage materials, Contractee shall notify that user to immediately cease delivery of such materials and/or waste within twenty-four (24) hours.

(3) Contractor shall, in the event Contractee is unable to identify the location, time and source of such unacceptable sewage, cooperate with Contractee in locating such source. The Contractee will use its best efforts to correct or cut off the user delivering unacceptable sewage materials to Contractee's and Contractor's systems.

(4) In the event that the user delivering such unacceptable sewage or materials through Contractee's Interconnection Point to Contractor's system, cannot be ascertained after diligent inquiry by Contractee and Contractor, then Contractee and Contractor shall give notice immediately to the Technical Secretary of the Indiana Stream Pollution Control Board, and request that an emergency investigation be instigated forthwith in regard to the matter. Said emergency investigation shall determine the severity of the damage to Contractor's collection and treatment facilities resulting from the discharge of such unacceptable sewage or materials. After such emergency investigation, the Technical Secretary of the Indiana Stream Pollution Control Board may issue an order mandating Contractee to cease delivering such unacceptable sewage.

(5) In the event Contractee does not comply with said order, then Contractor shall have the right to cease receiving sewage from Contractee at the interconnection point, and may disconnect at Contractee's expense, or take other appropriate action consistent with the order of the Technical Secretary to the Indiana Stream Pollution Control Board until the cause for such action is remedied to the satisfaction of Contractee, Contractor, Environmental Protection Agency and Indiana Stream Pollution Control Board. Provided, however, that the right to cease servicing the entire system of Contractee, as in this paragraph set forth, shall be only for the delivering of unacceptable sewage or waste materials, as provided herein.

(D) Volume. In the event of flow which averages more than 0.550 mgd (hereafter "base mgd"), for any ninety (90) day period (hereafter "qualifying period"), then an additional treatment plant capital charge (hereafter "surcharge"), will be paid by Contractee, subject to the following provision:

(1) This surcharge shall be equal to the capital charge for Contractor's treatment rate for all users multiplied by the ratio of the excess mgd during the qualifying period to the base mgd per 100 cu. ft. thereof.

(E) Cost of Treatment.

(1) Rate. Contractee agrees to pay to Contractor for the conveyance, treatment and billing of sewage flow received at the metering point both in respect of the volume and composition of such flow as set out in the contract rate attached hereto as Exhibit "B" .

The rates set forth in Exhibit "B", it is understood by the parties, will be subject to annual review and adjustment whenever the rates charged all other contract users are reviewed and adjusted.

It is understood by and between the parties hereto that Contractee may, in the event of a rate increase by Contractor, apply to the Public Service Commission of Indiana for a rate increase to Contractee's customers. Contractor agrees that it will cooperate in connection with any hearing concerning said rate increase at Contractee's expense to the extent that the rate increase is necessitated by the increase in Contractor's rates to Contractee, but only to that extent.

(2) Metering and Sampling Devices. Contractee shall properly install and maintain the required metering and sampling devices for the purpose of measuring the volume of sewage material delivered by Contractee to the tap-in point for treatment, and to provide sampling and monitoring capability. Said metering and sampling devices shall be constructed in a manner and in a place acceptable to Contractor. The design of meters and metering points shall be approved by Contractor. Each such device shall be subject to the inspection, testing and approval of Contractor at all reasonable times during normal business hours and upon giving one business day's notice to Contractee. Contractee shall have like privileges with regard to any metering and sampling devices installed and maintained by Contractor. For said purposes, and for the purposes of reading and recording data from said meters, each party shall at all times have complete and free access to said metering point and devices.

Either party shall have the right to be present while the other party is exercising its right of inspection and testing or while it is reading and recording data.

Notwithstanding the above, Contractee may, at its expense install a temporary metering device upon execution hereof for purposes of measuring the flow of sewage at the tap-in point until such time as the permanent metering device has been designed, approved and installed. The temporary metering device shall be replaced by the Contractee with the permanent metering device within six (6) months of its installation.

The cost of planning, designing, building and installing any additional metering and sampling devices for an additional tap-in point including acquisition of real estate shall be borne exclusively by Contractee. In addition, Contractee shall assume complete responsibility, including costs, for the installation, maintenance and repair of said metering device and will further defray any costs incurred by reason of testing of the metering devices as requests may be made by Contractor from time to time, provided such requests are reasonable as to frequency and nature of tests required.

Sampling devices which are capable of providing a twenty-four (24) hour composite sample taken hourly shall be installed and maintained by Contractee. The location of such sampling devices and the specifications thereof shall be approved by the Contractor. Composite twenty-four (24) hour sampling will be conducted at the minimum of weekly intervals by Contractor. Parameters to be tested shall include PH, suspended solids, COD, BOD, phosphorus, metal ions, total nitrogen and other testing as required to satisfy Indiana Stream Pollution Control Board and the United States Environmental Protection Agency Regulations.

Material samples as received from the sampling devices shall be available to both contracting parties. In the event the Contractor provides to Contractee testing of samples, the cost of providing additional tests shall be paid by Contractee. The results of tests on samples shall be exchanged between the parties.

(3) Payment. The volume of sewage accepted by Contractor into its sewage system for processing from Contractee as measured by such metering devices shall be determined on or about the first Monday of each calendar month and Contractor shall bill Contractee within thirty (30) days thereafter for the charges applicable under rate schedules then in effect for the previous thirty (30) day metered

period with said bill showing appropriate meter readings. Such charges shall commence on the first date sewage is accepted by Contractor into its sewage system from Contractee for processing. Payment shall be made by Contractee promptly, within thirty (30) days after being billed by Contractor.

(4) Rate Covenants of Contractee.

(A) Contractee shall institute, maintain and enforce a system of user charges in accordance with Section 204 (b) (1), Public Law 92-500 as amended and supplemented and the guidelines and regulations promulgated from time to time thereunder by the Environmental Protection Agency.

(B) Contractor shall cooperate with Contractee in adopting and enforcing rates, rules and regulations for users of the sewage system of the Contractee which are in conformity with the applicable regulatory requirements adopted and enforced by the Contractor for the purpose of permitting the Contractor, on a continuing basis, to be awarded grants from the State of Indiana and from the Environmental Protection Agency and other governmental agencies which may now or in the future offer grants incident to the treatment and collection of sewage.

(C) Contractee shall institute, maintain and enforce an Industrial Cost Recovery System for industrial users (as such users are defined in 40 CFR 35,905), as required under applicable Rules and Regulations of the Environmental Protection Agency with particular reference to paragraphs 35.935-15 and 35.928 of the Rules and Regulations of the Environmental Protection Agency pursuant to Public Law 92-500, and all acts and amendments subsequent thereto.

5. Billing. Contractor will be responsible for reading the metering devices at the metering point and billing the Contractee therefore in accordance with rate schedules then in effect.

6. Litigation. The Contractee agrees and undertakes to hold harmless and indemnify Contractor from any liability damages losses, expenses or costs arising from any action, negligence, or failure to act on the part of Contractee in the operation of its sewage system.

7. Compliance with Rules, Regulations, Standards and Laws. The parties of this Agreement shall comply with all state and federal regulations, standards and laws regarding the collection and treatment of sewage and the operation of their respective systems. In the event studies and/or rehabilitations are necessary or required as a condition of Contractor receiving a sewage grant, Contractee shall fully cooperate with Contractor to satisfy such requirements.

8. Notices. Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party. At the date of the execution of this Agreement, Contractor's address is City-County Building, Attention of the Mayor; and Contractee's official address is: Utility Center, 927 South Harrison Street, P. O. Box 875, Fort Wayne, Indiana 46801

9. Benefits. All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

10. Rights in Event of Condemnation. If the Contractor shall exercise its right of eminent domain to acquire any or all of the assets of the Contractee, this Agreement shall expire at the time the Contractor takes possession of such assets and becomes responsible for their operation, and all rights herein provided to Contractee shall cease. In the event the Contractor shall exercise its right of eminent domain successfully, the monetary value of the rights and obligations imposed under this Agreement shall not be included upon condemnation. It is the intent of this provision simply to provide that Contractor shall not be required to pay in a comdemnation action for the rights it has hereby bestowed nor shall Contractor receive any benefits from any obligation hereby imposed on Contractee.

11. Severability. This Agreement has been reached in an attempt, among other things, to put an end to the many years of litigation between the parties. Because of term of this Agreement and the many questions which may arise between the parties in the future, the parties realize that disputes may recur and that there may be additional litigation. With full knowledge of this, and in an attempt to minimize the scope of any such litigation, it is hereby agreed by and between the parties that the provisions of this Agreement are severable; and that, in the event one or more such provisions are held invalid or unenforceable, the remaining provisions of the contract shall not be effected but to continue to govern the relationship of the parties according to the terms.

12. Changes in Regulatory Authority. Reference has been made throughout this Agreement to the Public Service Commission of Indiana, the Indiana State Board of Health, the Indiana Stream Pollution Control Board, the Environmental

Protection Agency, and to other regulatory agencies, either by name or by description. It is understood by and between the parties that any such reference to any regulatory agency shall apply not only to such regulatory agencies as presently exists but also to any other agency which may assume the functions of such agency in the future.

13. Complete Agreement. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supercede all previous Agreements and/or Contracts.

CONTRACTOR:

ATTEST:

Charles W. Westerman
Clerk

CITY OF FORT WAYNE, INDIANA

By _____
Winfield C. Moses, Jr.
Mayor

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy, Clerk
BOARD OF PUBLIC WORKS

By _____
Mark L. Akers, Chairman

By _____
Herbert R. Gamache, Member

By _____
Roberta Anderson Staten, Member

CONTRACTEE: DIVERSIFIED UTILITIES, INC.

ATTEST:

L. DeNeal Hartman, Secretary

By James A. Noneman
President

Title Title

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the above named Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Charles W. Westerman, Clerk of the City of Fort Wayne, Mark L. Akers, Chairman, and Herbert R. Gamache and Roberta Anderson Staten, Members of the Board of Public Works and Sandra E. Kennedy, Clerk of the Board of Public Works, City of Fort Wayne, who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 13th day of March, 1980.

Anne J. Fox
Notary Public
A resident of Allen County, Indiana

My Commission Expires:
3-6-84

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared James A. Noneman, President and L. DeNeal Hartman, Secretary of DIVERSIFIED UTILITIES, INC.

who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 12th day of March, 1980.

Susann L. Hiatt
Notary Public Susann L. Hiatt
A resident of Allen County, Indiana

My Commission Expires:

April 18, 1981

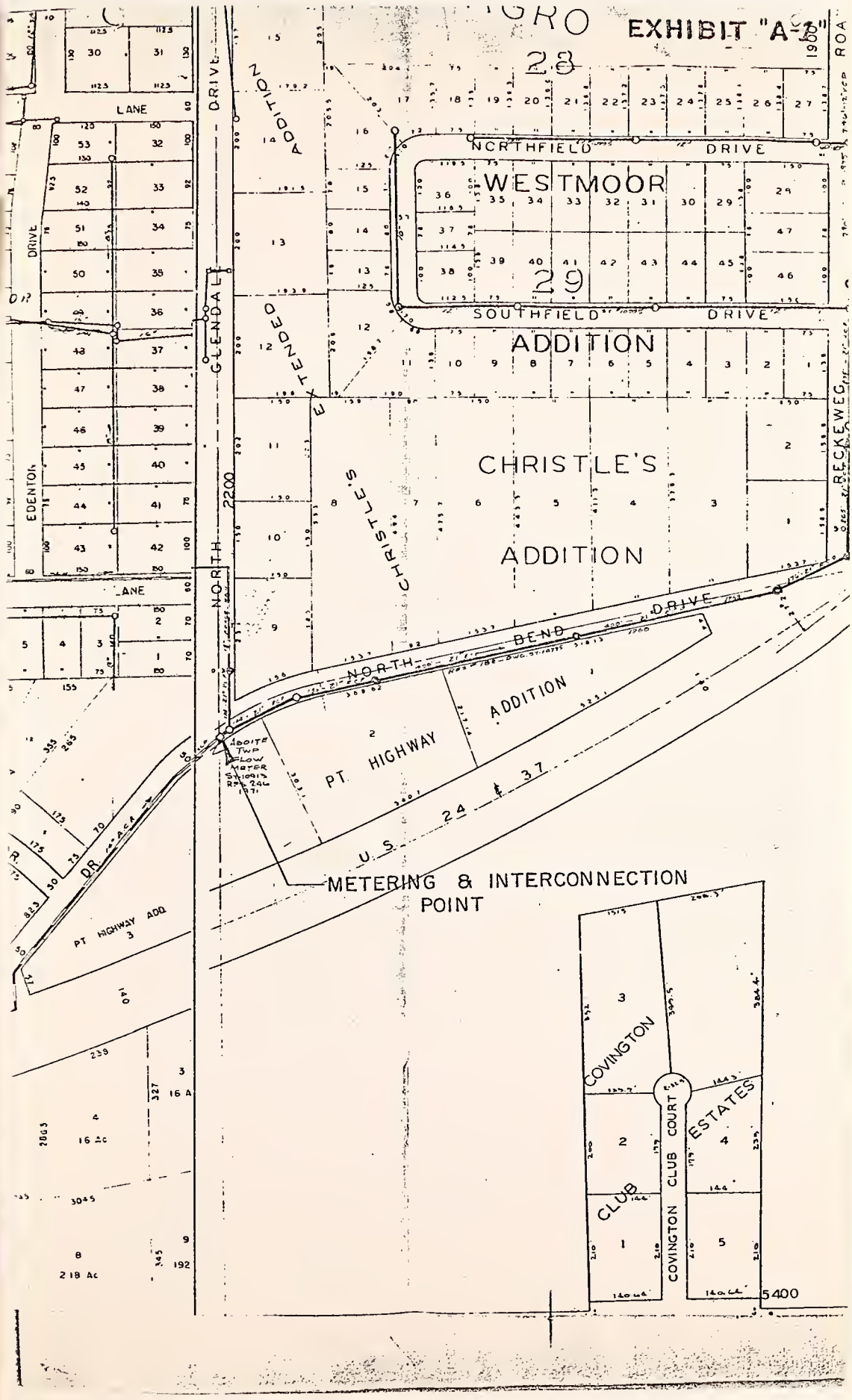


EXHIBIT "A-2"
NORTHFIELD DRIVE
WESTMOOR
ADDITION
SOUTHFIELD DRIVE
CHRISTLE'S
ADDITION
NORTH BEND DRIVE
PT HIGHWAY
ADDITION
U.S. 24 & 37
METERING & INTERCONNECTION POINT
COVINGTON CLUB COURT
COVINGTON CLUB ESTATES
PT HIGHWAY ADD 3
EDENTON LANE
GLENDALE DRIVE
RECKEWEG
5400

EXHIBIT "B"

BILL NO. S-78-06-35 (AS AMENDED)

SPECIAL ORDINANCE NO. S-155-78

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" so as to increase the rates prescribed

WHEREAS, it is necessary to increase the rates charged for use of the Water Pollution Control Service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, in order to pay the increased operating expenses and other costs incidental to the operation and maintenance of the newly expanded Water Pollution Control Treatment Plant.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

ARTICLE VII. USER CHARGES

701. User Volume Charges. The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)	Class of User: Domestic	Manufacturing
Treatment	17.8	17.8
Conveyance, Collection, Billing	17.3	11.3
Capital	11.1	8.4
Total User Charge	46.2	37.5

702. User Minimum Charges. In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exhibited above does not exceed the minumum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.72
1 - 1 1/2"	8.16
2"	16.65
3"	33.44
4"	55.58
6" or larger	154.39

703. User Flat Charges. In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)
Domestic User - Single Family Residence	$6.70
Domestic User - Multi Family Residence	To be estimated by City
Commercial & Industrial User	To be estimated by City

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accommodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges. In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

Volume Charge (cents per 100 cu. ft.)

Treatment	17.8
Captial Charge	11.1
	28.9

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strenght of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.731
Biological Oxygen Demand - (BOD)	3.736
Phosphorus _ (P)	35.754

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder may be increased by the zone surcharge rate set forth in Article IX hereafter if said contract customer qualifies by reason of location. Repealed by Common Council 3/11/80.

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery

System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U. S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.928-2, and 35.935-13.

705. Bulk Waste Charges.

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing Charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilitized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenace provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURCHARGE

801. Liablity for Surcharge. Each user discharging wastes into the sewerage system shall be subject to a strenght of wastes surcharge,

in addition to other sewage service charges imposed by this ordinance, based on the following minimum strenght characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge. The surcharge shall be determined as follows:

a. The excess pounds of BOD or COD (whichever results in the higher charge, suspended solids, and phosphorus will each be computed by first muliplying the user's billing sewage volume measured in units of 100 cubic feet for the current billing period by the factor 0.0062321 and then multiplying this product by the difference between (a) the concentrations measured in milligrams per liter of the BOD (or COD), suspended solids, and phosphorus respectively in the user's sewage and (b) the allowed concentrations set out in paragraph 801. The surcharge for each constituent will then be determined by multiplying the excess pounds of each constituent by the appropriate rate of surcharge set out in paragraph 803. In the event COD measurement is used, as hereinbefore provided, 50% of the excess pounds measured will be used to compute the equivalent BOD charge.

803. Rates of Surcharge. The rate of surcharge for each of the aforementioned constituents shall be as follows:

a. For biological oxygen demand (BOD) - 3.736 cents per pound

b. For suspended solids (SS) - 3.731 cents per pound

c. For phosphorus (P) -35.754 cents per pound

804. Waste Evaluation Charges. All users discharging wastes into the system requiring continuing surveillance, sampling and waste evaluation shall be subject to a monthly fixed charge to cover the costs of such services in the amount of $75.00 per discharge point.

805. Revision of Rates of Surcharge. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose shall submit to the

Board of Public Works a comparison of the calculated unit costs for removing BOD, suspended solids, and phosphorus from the Sewage Treatment Plant influent during the previous calendar year with the unit charges currently in effect in order that the Board may determine whether the current rates of surcharge are adequate or should be changed and request legislative enactment of said changes by the Common Council.

ARTICLE IX. ZONE SURCHARGE

901. The charges for sewerage services rendered to users situated outside the primary zone of the City of Fort Wayne shall be 136% of the charges collected from users for the same service rendered within the primary zone as defined and described in the map attached hereto and made a part of this ordinance. The purpose of this surcharge is to recover funds contributed from civil city tax levies used heretofore to construct facilities of the sewage works located within the primary zone. This surcharge shall terminate on December 31, 1981 or after collections therefrom shall equal $990,000.00 whichever occurs sooner.

Repealed by Common Council 3/11/80

ARTICLE X. BILLING OF SERVICE CHARGES

1001. Billing Period. Charges for sewerage service shall be prepared and billed by the General Office of the City Utilities along with the bills for water service and shall be payable at the General Office at the same time as the water bills.

1002. Liability for Payment. The charges for sewerage service shall be billed to the person being billed for water service unless, by contract with the Utility, another person assumes such responsibility. If a tenant is billed, the owner shall in no way be relieved of liability in the event payment is not made by the tenant as herein required. Such owner shall have the right to examine the City's collection records to ascertain whether such charges have been paid.

1003. First Billings. The rates, charges and surcharges fixed in this ordinance shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice. If the first billing to a new user covers a period other than a full billing month, then the service charges for such billing shall be made in keeping with standard practice in the Water Utility. Subsequent sewerage service billings shall be for period coinciding with the billing periods for water service. If such rates, charges and/or surcharges are changed, the first billing after such change may also

be for a period other than a full billing month in order to keep the sewerage billing periods coincident with the water billing periods.

1004. City Subject to Charges. For sewerage service rendered to the City, the City shall be subject to the same rates and charges herein established for other persons or to rates and charges established in harmony herewith.

1005. Consolidation of Accounts. Where an industrial, commercial or other non-residential enterprise is operating in a unified manufacturing or service area composed of two or more continguous parcels of real estate and is supplied with water through two or more meters, upon application by the owner or his authorized agent, a consolidation of the water meter readings shall be made for the purpose of calculating the sewerage charge.

BILL NO. S-79-06-13

SPECIAL ORDINANCE NO. S-100-79

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" so as to adjust rates and other provisions prescribed therein

WHEREAS, it is necessary to adjust the rates charged for use of the Water Pollution Control service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, and to make it mandatory that all inhabitants make connection for said service where available;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

Article II. General Provisions

201. Bylaws, Rules and Regulations. The Board of Public Works of the City of Fort Wayne shall, in accordance with the Statutes of Indiana, make and enforce whatever bylaws, rules and regulations it may deem necessary for the safe, economical and efficient management of the City's Sewage Utility, for the construction and use of building sewers and connections to the sewerage system, for the regulation, collection and refunding of the rates and charges for sewerage service and, in general, for the implementation of the provisions of this ordinance.

202. Requirements for Connection to Public Sewers. No owner or occupant of any real property shall tap or drain either directly or indirectly into any public sewer until a sewer tap permit has been obtained and until he has satisfied his obligation to pay all assessments, reimbursements or pro rata shares of sewer extension costs laid against that property for public sewers installed to serve it. A tap permit given in error shall not operate to nullify any such obligation that has been duly recorded.

Tap permits shall be obtained from the City's Permit Office and shall be issued only to licensed sewer tap contractors, who shall pay to the Sewage Utility a fee of thirty-five dollars for each tap permit for a normal six-inch service, a fee of seventy dollars for each tap permit for a special six-inch service and a fee of seventy dollars for each tap permit for a service larger than six inches. After making each sewer tap and building sewer installation, the tap contractor shall notify the Sewer Engineer so that the tap and the building sewer can be inspected and approved before the excavation is backfilled. Any tap or building sewer installation not made in accordance with the foregoing provisions shall be deemed an illegal installation and, upon discovery, shall be promptly disconnected at the expense of the property owner and shall remain disconnected until the provisions of this paragraph 202 have been complied with.

The Board of Public Works shall have the authority to require an owner of real property to disconnect from a building sewer which drains into a sanitary sewer any downspouts, yard drains or other drains which carry the runoff of natural precipitation. Property owners shall have thirty days after notice to comply with any such requirements.

New connections should be made only after there has been adequate assurance by City that the downstream facilities of the sewage works have adequate capacity to handle the new waste loadings.

No persons shall make connections of roof downspouts, exterior foundation drains, or other sources of surface run-off or ground water to a building sewer or building drain which is connected, directly or indirectly, to a sanitary sewer of the City.

Any and all private sewer systems of any kind now existing in or on premises where a public sewer is now or may hereafter become available shall be discontinued, emptied of its contents, cleaned out and be filled with earth or ashes, and the house sewer shall be disconnected from the existing private sewage system and be connected to the public sewer. All such connections to the public sewer shall be made within ninety days of the date the public sewer becomes available.

203. Extensions of Sewers Outside Corporate Limits. The installation, construction or extension of sewers by the City outside the corporate limits of the City and the connection or extension of sewers into the City's sewerage system from, by or for properties located outside such limits shall be prohibited, except upon prior approval by the Common Council of the City by duly enacted ordinance.

204. Connections to Sewerage System by Certain Out-of-City Properties. Notwithstanding the provisions of paragraph 203, the Board of Public Works of the City shall have the authority to permit a property located outside the corporate limits of the City to connect to an existing sewer which is part of the City's sewerage system, provided the property abuts, adjoins and is immediately contiguous to the street, alley or easement in which such sewer is located and provided the property owner or occupant has complied with the conditions set out in paragraph 202.

205. Violations and Penalties. Any person found to be violating or failing to comply with any of the provisions of paragraphs 202, 206, 301, 401 through 405, 501 through 503, 602 or 605 shall be served by the City with a written notice stating the nature of the violation and providing a reasonable time limit for its satisfactory correction. The offender shall, within the period of time stated in the notice, permanently cease all violations.

Any person who shall continue any violation beyond the stated time limit shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine in any amount not less than $100.00 and not more than $500.00. Each day in which any such violation shall continue shall be deemed a separate offense.

Any person violating any of the provisions of the paragraphs set out above and convicted thereof shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

206. Responsibility For City Property. No unauthorized person, firm, or corporation shall maliciously, willfully, or negligently break, damage, destroy, remove, deface, or tamper with any structure, appurtenance, or equipment which is part of or belonging to the Water Pollution Control Plant. Any person violating this provision shall be subject to immediate arrest under charge of a misdemeanor.

207. Amendment. The City of Fort Wayne reserves the right to amend this chapter of the Municipal Code, including the rates herein established, in part or in whole, as provided and permitted by the Statutes of Indiana, whenever it may deem it necessary.

ARTICLE VII. USER CHARGES

701. User Volume Charges

The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)

	Class of User	
	Domestic	Manufacturing
Treatment	17.1	17.1
Conveyance, Collection, Billing	16.6	10.8
Capital	10.7	8.1
Total User Charge	44.4	36.0

702. User Minimum Charges

In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exibited above does not exceed the minimum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.22
1 - 1 1/2"	7.83
2"	15.98
3"	32.10
4"	53.36
6" or larger	148.21

703. User Flat Charges

In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)	
	In-City	Out-City
Domestic User - Single Family Residence	$ 4.44	$ 5.33
Domestic User - Multi Family Residence	To be estimated by City	
Commercial and Industrial User	To be estimated by City	

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accomodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges

In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

Volume Charge (cents per 100 cu. ft.)

Treatment	17.1
Capital Charge	10.7
	27.8

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strength of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.587
Biochemical Oxygen Demand -(BOD)	3.582
Phosphorus - (P)	34.324

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder may be increased by the zone surcharge rate set forth in Article IX hereafter if said contract customer qualifies by reason of location.

Requested by Common Council
3-11-80.

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U.S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.935-13.

705. Bulk Waste Charges

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges

Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenance provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURCHARGE

801. Liability for Surcharge

Each user discharging wastes into the sewerage system shall be subject to a strength of wastes surcharge, in addition to other sewage service charges imposed by this ordinance, based on the following minimum strength characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge

The surcharge shall be determined as follows:

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Original

WATER POLLUTION CONTROL TREATMENT AGREEMENT 68-226-5 H.I. 3/13/80

BETWEEN

THE CITY OF FORT WAYNE, INDIANA

AND

DIVERSIFIED UTILITIES, INC.
(MAYSVILLE ROAD PUMPING STATION)

THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this 12th day of March, 1980, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Contractor"), and DIVERSIFIED UTILITIES, INC., a corporation of the State of Indiana (hereinafter referred to as "Contractee").

W I T N E S S E T H:

WHEREAS, Contractor owns and operates a sewage treatment plant that is presently receiving Federal and State Grant assistance in the expansion of the capacity thereof, and which now has a capacity available for the treatment of sewage material from Contractee; and

WHEREAS, Contractee is an Indiana Corporation which holds Certificates of Territorial Authority from the Public Service Commission of Indiana to render sewage disposal service within certain areas in St. Joe Township, Allen County, Indiana, and desires to contract with Contractor to treat sewage material collected by Contractee; and

WHEREAS, during the term of this Agreement it is anticipated there will be technological and administrative changes which will affect the treatment of sewage material and that said treatment may be handled more efficiently if Contractee does not deliver all sewage material passing through its system to Contractor for processing, and, accordingly, it is understood by and between the parties hereto that Contractee is not hereby required to deliver all or any specific amount of its sewage material to Contractor for treatment, but may treat the same in facilities provided by Contractee or in other publicly or privately owned facilities.

NOW, THEREFORE, Contractor agrees to provide Contractee with sewage treatment service through Contractee's connection with the Fort Wayne sewer system for sewage treatment pursuant to the following terms and conditions:

1. Effective Date: It is understood and agreed between the parties that this Agreement shall become effective after its execution and approval by the Board of Public Works, Common Council to the City of Fort Wayne, by the Board of Directors of Contractee and such regulatory agencies as may be legally required. It is also understood and agreed that this Agreement is also subject to the approval of the Indiana Stream Pollution Control Board, the Indiana State Board of Health, and any other regulatory agency as may be legally required.

2. Term of Agreement. This Agreement shall continue in full force and effect for twenty (20) consecutive years from the effective date of this Agreement.

3. Interconnection. Contractor agrees to accept for treatment in its sewage system, sewage material delivered by Contractee at such tap-in point as shall be designated by the parties and shown on Exhibit "A-5" attached hereto and made a part hereof.

The engineering plans and specifications for any transporting gravity sewer line, pumping stations, measuring devices and appurtenances to connect Contractee's and Contractor's systems at the tap-in point, with copies of such plans and specifications to be in the hands of each party at least two (2) weeks before the same are submitted for approval to the Indiana Stream Pollution Control Board and the Indiana Board of Health in order to allow each party to review and make written comment with respect to said submissions.

It is expressly understood and agreed between the parties that all costs of the tap-in, including the planning, inspection and construction of any transporting gravity sewer line to said tap-in point shall be borne exclusively by Contractee.

4. Acceptance and Treatment of Sewage.

(A) Responsibility for Delivery and Transportation. Contractee shall be solely responsible for delivery of the sewage material in a form suitable for passage through the Fort Wayne sewer line system to the metering point and/or tap-in point. Said sewage material shall be delivered from the Contractee's sewage line system to the tap-in point by either a gravity sewer line or force main. Contractor shall be solely responsible for transporting the sewage material from the metering point and delivering same to its sewage treatment facilities.

(B) Treatment. Contractor shall be solely responsible for the proper treatment and transportation of the sewage materials received from Contractee in accordance with the requirements and standards of the Indiana Stream Pollution Control Board, Indiana State Board of Health and the Environmental Protection Agency.

(C) Sewage Materials Accepted. Contractee shall comply in every applicable regard with Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977 as amended from time to time thereafter, and as applicable to all users of the system and specifically, but not limited to, Article III, Prohibited Industrial Discharge, and all applicable Rules and Regulations of the Environmental Protection Agency. Contractor shall be under no obligation whatever to accept any type of waste or toxic materials, if said waste or material is a prohibited discharge under the rules of any regulatory agency having jurisdiction over the Contractor's sewage treatment system. Contractor has no obligation to accept radioactive material. It is recognized by Contractee that the Code of the City of Fort Wayne, Indiana of 1977, Chapter 24, may be amended from time to time so as to change the types of waste which must be accepted by Contractor and the parties specifically agree to such amendments; however, this shall not constitute a waiver of Contractee's right to testify or oppose passage of said ordinances and amendments.

Upon discovery that unacceptable sewage materials as defined by Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, as amended from time to time, or waste or materials deemed unacceptable pursuant to rules and regulations duly promulgated by any regulatory agency having jurisdiction, are being transmissed by the Contractee's connection to Contractor's system:

(1) Contractor shall immediately notify Contractee of such unacceptable sewage or materials, including the location, time or times, the nature of such unacceptable sewage or waste, and such other information as may be available.

(2) Upon verbal notification and confirmation thereof in writing and Contractee's ability to identify the user responsible for the delivery of such unacceptable sewage materials, Contractee shall notify that user to immediately cease delivery of such materials and/or waste within twenty-four (24) hours.

(3) Contractor shall, in the event Contractee is unable to identify the location, time and source of such unacceptable sewage, cooperate with Contractee in locating such source. The Contractee will use its best efforts to correct or cut off the user delivering unacceptable sewage materials to Contractee's and Contractor's systems.

(4) In the event that the user delivering such unacceptable sewage or materials through Contractee's Interconnection Point to Contractor's system, cannot be ascertained after diligent inquiry by Contractee and Contractor, then Contractee and Contractor shall give notice immediately to the Technical Secretary of the Indiana Stream Pollution Control Board, and request that an emergency investigation be instigated forthwith in regard to the matter. Said emergency investigation shall determine the severity of the damage to Contractor's collection and treatment facilities resulting from the discharge of such unacceptable sewage or materials. After such emergency investigation, the Technical Secretary of the Indiana Stream Pollution Control Board may issue an order mandating Contractee to cease delivering such unacceptable sewage.

(5) In the event Contractee does not comply with said order, then Contractor shall have the right to cease receiving sewage from Contractee at the interconnection point, and may disconnect at Contractee's expense, or take other appropriate action consistent with the order of the Technical Secretary to the Indiana Stream Pollution Control Board until the cause for such action is remedied to the satisfaction of Contractee, Contractor, Environmental Protection Agency and Indiana Stream Pollution Control Board. Provided, however, that the right to cease servicing the entire system of Contractee, as in this paragraph set forth, shall be only for the delivering of unacceptable sewage or waste materials, as provided herein.

(D) Volume. In the event of flow which averages more than 2.400 mgd (hereafter "base mgd"), for any ninety (90) day period (hereafter "qualifying period"), then an additional treatment plant capital charge (hereafter "surcharge"), will be paid by Contractee, subject to the following provision:

(1) This surcharge shall be equal to the capital charge for Contractor's treatment rate for all users multiplied by the ratio of the excess mgd during the qualifying period to the base mgd per 100 cu. ft. thereof.

(E) Cost of Treatment.

(1) Rate. Contractee agrees to pay to Contractor for the conveyance, treatment and billing of sewage flow received at the metering point both in respect of the volume and composition of such flow as set out in the contract rate attached hereto as Exhibit "B".

The rates set forth in Exhibit "B", it is understood by the parties, will be subject to annual review and adjustment whenever the rates charged all other contract users are reviewed and adjusted.

It is understood by and between the parties hereto that Contractee may, in the event of a rate increase by Contractor, apply to the Public Service Commission of Indiana for a rate increase to Contractee's customers. Contractor agrees that it will cooperate in connection with any hearing concerning said rate increase at Contractee's expense to the extent that the rate increase is necessitated by the increase in Contractor's rates to Contractee, but only to that extent.

(2) Metering and Sampling Devices. Contractee shall properly install and maintain the required metering and sampling devices for the purpose of measuring the volume of sewage material delivered by Contractee to the tap-in point for treatment, and to provide sampling and monitoring capability. Said metering and sampling devices shall be constructed in a manner and in a place acceptable to Contractor. The design of meters and metering points shall be approved by Contractor. Each such device shall be subject to the inspection, testing and approval of Contractor at all reasonable times during normal business hours and upon giving one business day's notice to Contractee. Contractee shall have like privileges with regard to any metering and sampling devices installed and maintained by Contractor. For said purposes, and for the purposes of reading and recording data from said meters, each party shall at all times have complete and free access to said metering point and devices.

13

Either party shall have the right to be present while the other party is exercising its right of inspection and testing or while it is reading and recording data.

Notwithstanding the above, Contractee may, at its expense install a temporary metering device upon execution hereof for purposes of measuring the flow of sewage at the tap-in point until such time as the permanent metering device has been designed, approved and installed. The temporary metering device shall be replaced by the Contractee with the permanent metering device within six (6) months of its installation.

The cost of planning, designing, building and installing any additional metering and sampling devices for an additional tap-in point including acquisition of real estate shall be borne exclusively by Contractee. In addition, Contractee shall assume complete responsibility, including costs, for the installation, maintenance and repair of said metering device and will further defray any costs incurred by reason of testing of the metering devices as requests may be made by Contractor from time to time, provided such requests are reasonable as to frequency and nature of tests required.

Sampling devices which are capable of providing a twenty-four (24) hour composite sample taken hourly shall be installed and maintained by Contractee. The location of such sampling devices and the specifications thereof shall be approved by the Contractor. Composite twenty-four (24) hour sampling will be conducted at the minimum of weekly intervals by Contractor. Parameters to be tested shall include PH, suspended solids, COD, BOD, phosphorus, metal ions, total nitrogen and other testing as required to satisfy Indiana Stream Pollution Control Board and the United States Environmental Protection Agency Regulations.

Material samples as received from the sampling devices shall be available to both contracting parties. In the event the Contractor provides to Contractee testing of samples, the cost of providing additional tests shall be paid by Contractee. The results of tests on samples shall be exchanged between the parties.

(3) Payment. The volume of sewage accepted by Contractor into its sewage system for processing from Contractee as measured by such metering devices shall be determined on or about the first Monday of each calendar month and Contractor shall bill Contractee within thirty (30) days thereafter for the charges applicable under rate schedules then in effect for the previous thirty (30) day metered

period with said bill showing appropriate meter readings. Such charges shall commence on the first date sewage is accepted by Contractor into its sewage system from Contractee for processing. Payment shall be made by Contractee promptly, within thirty (30) days after being billed by Contractor.

(4) Rate Covenants of Contractee.

(A) Contractee shall institute, maintain and enforce a system of user charges in accordance with Section 204 (b) (1), Public Law 92-500 as amended and supplemented and the guidelines and regulations promulgated from time to time thereunder by the Environmental Protection Agency.

(B) Contractor shall cooperate with Contractee in adopting and enforcing rates, rules and regulations for users of the sewage system of the Contractee which are in conformity with the applicable regulatory requirements adopted and enforced by the Contractor for the purpose of permitting the Contractor, on a continuing basis, to be awarded grants from the State of Indiana and from the Environmental Protection Agency and other governmental agencies which may now or in the future offer grants incident to the treatment and collection of sewage.

(C) Contractee shall institute, maintain and enforce an Industrial Cost Recovery System for industrial users (as such users are defined in 40 CFR 35,905), as required under applicable Rules and Regulations of the Environmental Protection Agency with particular reference to paragraphs 35.935-15 and 35.928 of the Rules and Regulations of the Environmental Protection Agency pursuant to Public Law 92-500, and all acts and amendments subsequent thereto.

5. Billing. Contractor will be responsible for reading the metering devices at the metering point and billing the Contractee therefore in accordance with rate schedules then in effect.

6. Litigation. The Contractee agrees and undertakes to hold harmless and indemnify Contractor from any liability damages losses, expenses or costs arising from any action, negligence, or failure to act on the part of Contractee in the operation of its sewage system.

7. Compliance with Rules, Regulations, Standards and Laws. The parties of this Agreement shall comply with all state and federal regulations, standards and laws regarding the collection and treatment of sewage and the operation of their respective systems. In the event studies and/or rehabilitations are necessary or required as a condition of Contractor receiving a sewage grant, Contractee shall fully cooperate with Contractor to satisfy such requirements.

8. Notices. Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party. At the date of the execution of this Agreement, Contractor's address is City-County Building, Attention of the Mayor; and Contractee's official address is: Utility Center, 927 South Harrison Street, P. O. Box 875, Fort Wayne, Indiana 46801.

9. Benefits. All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

10. Rights in Event of Condemnation. If the Contractor shall exercise its right of eminent domain to acquire any or all of the assets of the Contractee, this Agreement shall expire at the time the Contractor takes possession of such assets and becomes responsible for their operation, and all rights herein provided to Contractee shall cease. In the event the Contractor shall exercise its right of eminent domain successfully, the monetary value of the rights and obligations imposed under this Agreement shall not be included upon condemnation. It is the intent of this provision simply to provide that Contractor shall not be required to pay in a comdemnation action for the rights it has hereby bestowed nor shall Contractor receive any benefits from any obligation hereby imposed on Contractee.

11. Severability. This Agreement has been reached in an attempt, among other things, to put an end to the many years of litigation between the parties. Because of term of this Agreement and the many questions which may arise between the parties in the future, the parties realize that disputes may recur and that there may be additional litigation. With full knowledge of this, and in an attempt to minimize the scope of any such litigation, it is hereby agreed by and between the parties that the provisions of this Agreement are severable; and that, in the event one or more such provisions are held invalid or unenforceable, the remaining provisions of the contract shall not be effected but to continue to govern the relationship of the parties according to the terms.

12. Changes in Regulatory Authority. Reference has been made throughout this Agreement to the Public Service Commission of Indiana, the Indiana State Board of Health, the Indiana Stream Pollution Control Board, the Environmental

13

Protection Agency, and to other regulatory agencies, either by name or by description. It is understood by and between the parties that any such reference to any regulatory agency shall apply not only to such regulatory agencies as presently exists but also to any other agency which may assume the functions of such agency in the future.

13. Complete Agreement. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supercede all previous Agreements and/or Contracts.

13

CONTRACTOR:

ATTEST:

Charles W. Westerman
Charles W. Westerman
Clerk

CITY OF FORT WAYNE, INDIANA

By _____
Winfield C. Moses, Jr.
Mayor

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk
BOARD OF PUBLIC WORKS

By _____
Mark L. Akers, Chairman

By _____
Herbert R. Gamache, Member

By _____
Roberta Anderson Staten, Member

CONTRACTEE: DIVERSIFIED UTILITIES, INC.

ATTEST:

L. DeNeal Hartman
Title L. DeNeal Hartman, Secretary

By James A. Noneman, President
Title

13

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the above named Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Charles W. Westerman, Clerk of the City of Fort Wayne, Mark L. Akers, Chairman, and Herbert R. Gamache and Roberta Anderson Staten, Members of the Board of Public Works and Sandra E. Kennedy, Clerk of the Board of Public Works, City of Fort Wayne, who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 13th day of March, 1980.

Anne J. Fox
Notary Public
A resident of Allen County, Indiana

My Commission Expires:
3-6-84

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared James A. Noneman, President and L. DeNeal Hartman, Secretary of DIVERSIFIED UTILITIES, INC.
who acknowledged that they did sign the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 12th day of March, 1980.

Susann L. Hiatt
Notary Public Susann L. Hiatt
A resident of Allen County, Indiana

My Commission Expires:

April 18, 1981

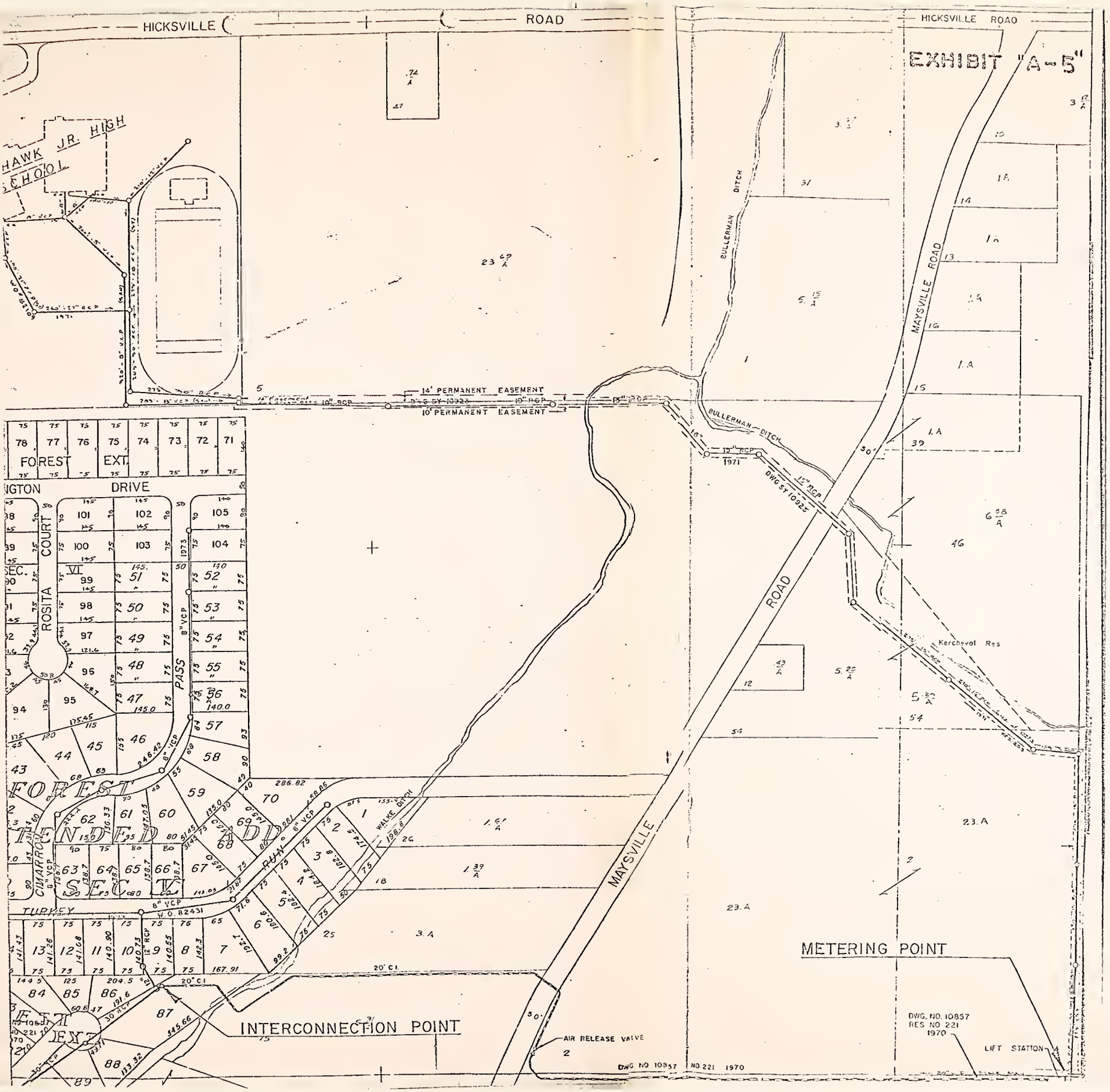
EXHIBIT "A-5"
HICKSVILLE ROAD
HAWK JR. HIGH SCHOOL
14' PERMANENT EASEMENT
10' PERMANENT EASEMENT
BULLERMAN DITCH
MAYSVILLE ROAD
FOREST EXT.
ROSITA COURT
PASS
FOREST EXTENDED SEC. V
CHARRO
TURKEY
WALKE DITCH
Kerchevol Res
METERING POINT
INTERCONNECTION POINT
AIR RELEASE VALVE
LIFT STATION
DWG. NO. 10857
RES. NO. 221
1970

EXHIBIT "B"

BILL NO. S-78-06-35 (AS AMENDED)

SPECIAL ORDINANCE NO. S-155-78

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" so as to increase the rates prescribed

WHEREAS, it is necessary to increase the rates charged for use of the Water Pollution Control Service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, in order to pay the increased operating expenses and other costs incidental to the operation and maintenance of the newly expanded Water Pollution Control Treatment Plant.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

ARTICLE VII. USER CHARGES

701. User Volume Charges. The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)	Class of User: Domestic	Manufacturing
Treatment	17.8	17.8
Conveyance, Collection, Billing	17.3	11.3
Capital	11.1	8.4
Total User Charge	46.2	37.5

702. User Minimum Charges. In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exhibited above does not exceed the minumum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.72
1 - 1 1/2"	8.16
2"	16.65
3"	33.44
4"	55.58
6" or larger	154.39

703. User Flat Charges. In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)
Domestic User - Single Family Residence	$6.70
Domestic User - Multi Family Residence	To be estimated by City
Commercial & Industrial User	To be estimated by City

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accommodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges. In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

Volume Charge (cents per 100 cu. ft.)

Treatment	17.8
Captial Charge	11.1
	28.9

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

13

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strenght of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.731
Biological Oxygen Demand - (BOD)	3.736
Phosphorus _ (P)	35.754

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder ~~may be~~ increased by the zone surcharge rate set forth in ~~Article IX~~ hereafter if said contract customer qualifies by ~~reason~~ of location. Repealed by Common Council 3/11/80.

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery

System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U. S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.928-2, and 35.935-13.

705. Bulk Waste Charges.

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing Charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilitized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenace provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURCHARGE

801. Liablity for Surcharge. Each user discharging wastes into the sewerage system shall be subject to a strenght of wastes surcharge,

in addition to other sewage service charges imposed by this ordinance, based on the following minimum strenght characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge. The surcharge shall be determined as follows:

a. The excess pounds of BOD or COD (whichever results in the higher charge, suspended solids, and phosphorus will each be computed by first muliplying the user's billing sewage volume measured in units of 100 cubic feet for the current billing period by the factor 0.0062321 and then multiplying this product by the difference between (a) the concentrations measured in milligrams per liter of the BOD (or COD), suspended solids, and phosphorus respectively in the user's sewage and (b) the allowed concentrations set out in paragraph 801. The surcharge for each constituent will then be determined by multiplying the excess pounds of each constituent by the appropriate rate of surcharge set out in paragraph 803. In the event COD measurement is used, as hereinbefore provided, 50% of the excess pounds measured will be used to compute the equivalent BOD charge.

803. Rates of Surcharge. The rate of surcharge for each of the aforementioned constituents shall be as follows:

a. For biological oxygen demand (BOD) - 3.736 cents per pound

b. For suspended solids (SS) - 3.731 cents per pound

c. For phosphorus (P) -35.754 cents per pound

804. Waste Evaluation Charges. All users discharging wastes into the system requiring continuing surveillance, sampling and waste evaluation shall be subject to a monthly fixed charge to cover the costs of such services in the amount of $75.00 per discharge point.

805. Revision of Rates of Surcharge. Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose shall submit to the

Board of Public Works a comparison of the calculated unit costs for removing BOD, suspended solids, and phosphorus from the Sewage Treatment Plant influent during the previous calendar year with the unit charges currently in effect in order that the Board may determine whether the current rates of surcharge are adequate or should be changed and request legislative enactment of said changes by the Common Council.

ARTICLE IX. ZONE SURCHARGE

901. The charges for sewerage services rendered to users situated outside the primary zone of the City of Fort Wayne shall be 136% of the charges collected from users for the same service rendered within the primary zone as defined and described in the map attached hereto and made a part of this ordinance. The purpose of this surcharge is to recover funds contributed from civil city tax levies used heretofore to construct facilities of the sewage works located within the primary zone. This surcharge shall terminate on December 31, 1981 or after collections therefrom shall equal $990,000.00 whichever occurs sooner.

Repealed by Common Council 3/11/80

ARTICLE X. BILLING OF SERVICE CHARGES

1001. Billing Period. Charges for sewerage service shall be prepared and billed by the General Office of the City Utilities along with the bills for water service and shall be payable at the General Office at the same time as the water bills.

1002. Liability for Payment. The charges for sewerage service shall be billed to the person being billed for water service unless, by contract with the Utility, another person assumes such responsibility. If a tenant is billed, the owner shall in no way be relieved of liability in the event payment is not made by the tenant as herein required. Such owner shall have the right to examine the City's collection records to ascertain whether such charges have been paid.

1003. First Billings. The rates, charges and surcharges fixed in this ordinance shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice. If the first billing to a new user covers a period other than a full billing month, then the service charges for such billing shall be made in keeping with standard practice in the Water Utility. Subsequent sewerage service billings shall be for period coinciding with the billing periods for water service. If such rates, charges and/or surcharges are changed, the first billing after such change may also

be for a period other than a full billing month in order to keep the sewerage billing periods coincident with the water billing periods.

1004. City Subject to Charges. For sewerage service rendered to the City, the City shall be subject to the same rates and charges herein established for other persons or to rates and charges established in harmony herewith.

1005. Consolidation of Accounts. Where an industrial, commercial or other non-residential enterprise is operating in a unified manufacturing or service area composed of two or more continguous parcels of real estate and is supplied with water through two or more meters, upon application by the owner or his authorized agent, a consolidation of the water meter readings shall be made for the purpose of calculating the sewerage charge.

13

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BILL NO. S-79-06-13

SPECIAL ORDINANCE NO. S-100-79

AN ORDINANCE amending certain sections of Chapter 24 "Sewer and Sewerage Systems" so as to adjust rates and other provisions prescribed therein

WHEREAS, it is necessary to adjust the rates charged for use of the Water Pollution Control service owned and operated by the City for the benefit of its inhabitants and of the inhabitants of the surrounding area who take advantage of its existence, and to make it mandatory that all inhabitants make connection for said service where available;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Chapter 24 of the Municipal Code of the City of Fort Wayne, Indiana, 1974 is amended to be and read as follows:

Article II. General Provisions

201. Bylaws, Rules and Regulations. The Board of Public Works of the City of Fort Wayne shall, in accordance with the Statutes of Indiana, make and enforce whatever bylaws, rules and regulations it may deem necessary for the safe, economical and efficient management of the City's Sewage Utility, for the construction and use of building sewers and connections to the sewerage system, for the regulation, collection and refunding of the rates and charges for sewerage service and, in general, for the implementation of the provisions of this ordinance.

202. Requirements for Connection to Public Sewers. No owner or occupant of any real property shall tap or drain either directly or indirectly into any public sewer until a sewer tap permit has been obtained and until he has satisfied his obligation to pay all assessments, reimbursements or pro rata shares of sewer extension costs laid against that property for public sewers installed to serve it. A tap permit given in error shall not operate to nullify any such obligation that has been duly recorded.

Tap permits shall be obtained from the City's Permit Office and shall be issued only to licensed sewer tap contractors, who shall pay to the Sewage Utility a fee of thirty-five dollars for each tap permit for a normal six-inch service, a fee of seventy dollars for each tap permit for a special six-inch service and a fee of seventy dollars for each tap permit for a service larger than six inches. After making each sewer tap and building sewer installation, the tap contractor shall notify the Sewer Engineer so that the tap and the building sewer can be inspected and approved before the excavation is backfilled. Any tap or building sewer installation not made in accordance with the foregoing provisions shall be deemed an illegal installation and, upon discovery, shall be promptly disconnected at the expense of the property owner and shall remain disconnected until the provisions of this paragraph 202 have been complied with.

The Board of Public Works shall have the authority to require an owner of real property to disconnect from a building sewer which drains into a sanitary sewer any downspouts, yard drains or other drains which carry the runoff of natural precipitation. Property owners shall have thirty days after notice to comply with any such requirements.

New connections should be made only after there has been adequate assurance by City that the downstream facilities of the sewage works have adequate capacity to handle the new waste loadings.

No persons shall make connections of roof downspouts, exterior foundation drains, or other sources of surface run-off or ground water to a building sewer or building drain which is connected, directly or indirectly, to a sanitary sewer of the City.

Any and all private sewer systems of any kind now existing in or on premises where a public sewer is now or may hereafter become available shall be discontinued, emptied of its contents, cleaned out and be filled with earth or ashes, and the house sewer shall be disconnected from the existing private sewage system and be connected to the public sewer. All such connections to the public sewer shall be made within ninety days of the date the public sewer becomes available.

203. Extensions of Sewers Outside Corporate Limits. The installation, construction or extension of sewers by the City outside the corporate limits of the City and the connection or extension of sewers into the City's sewerage system from, by or for properties located outside such limits shall be prohibited, except upon prior approval by the Common Council of the City by duly enacted ordinance.

204. Connections to Sewerage System by Certain Out-of-City Properties. Notwithstanding the provisions of paragraph 203, the Board of Public Works of the City shall have the authority to permit a property located outside the corporate limits of the City to connect to an existing sewer which is part of the City's sewerage system, provided the property abuts, adjoins and is immediately contiguous to the street, alley or easement in which such sewer is located and provided the property owner or occupant has complied with the conditions set out in paragraph 202.

205. Violations and Penalties. Any person found to be violating or failing to comply with any of the provisions of paragraphs 202, 206, 301, 401 through 405, 501 through 503, 602 or 605 shall be served by the City with a written notice stating the nature of the violation and providing a reasonable time limit for its satisfactory correction. The offender shall, within the period of time stated in the notice, permanently cease all violations.

Any person who shall continue any violation beyond the stated time limit shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine in any amount not less than $100.00 and not more than $500.00. Each day in which any such violation shall continue shall be deemed a separate offense.

Any person violating any of the provisions of the paragraphs set out above and convicted thereof shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

206. Responsibility For City Property. No unauthorized person, firm, or corporation shall maliciously, willfully, or negligently break, damage, destroy, remove, deface, or tamper with any structure, appurtenance, or equipment which is part of or belonging to the Water Pollution Control Plant. Any person violating this provision shall be subject to immediate arrest under charge of a misdemeanor.

207. Amendment. The City of Fort Wayne reserves the right to amend this chapter of the Municipal Code, including the rates herein established, in part or in whole, as provided and permitted by the Statutes of Indiana, whenever it may deem it necessary.

ARTICLE VII. USER CHARGES

701. User Volume Charges

The water usage schedule upon which charges for services rendered by the Sewer Utility shall be based on water consumption unless otherwise metered or exempted in accordance with the following user classifications and the following charges for services for each such classification:

Service Charge (cents per 100 cu. ft.)

	Class of User	
	Domestic	Manufacturing
Treatment	17.1	17.1
Conveyance, Collection, Billing	16.6	10.8
Capital	10.7	8.1
Total User Charge	44.4	36.0

702. User Minimum Charges

In the event the monthly sewage service charge calculated in accordance with the water consumption schedule exibited above does not exceed the minimum monthly charge for each class of user as set forth hereafter, user shall pay said minimum monthly charge in lieu of the charge calculated based on water usage.

Water Meter Size	Minimum Monthly Charge
5/8 - 3/4"	$ 2.22
1 - 1 1/2"	7.83
2"	15.98
3"	32.10
4"	53.36
6" or larger	148.21

703. User Flat Charges

In the event any user is not a metered water customer, there shall be imposed flat charge rates as follows:

Classification of Customer	Monthly Flat Charge (1)	
	In-City	Out-City
Domestic User - Single Family Residence	$ 4.44	$ 5.33
Domestic User - Multi Family Residence	To be estimated by City	
Commercial and Industrial User	To be estimated by City	

(1) Subject in addition, if applicable, to zone surcharge. Estimates of monthly flat charges for multi-family residences shall be based on the number of family units accomodated by the system multiplied by the single family residence monthly charges. Estimates of monthly flat charges for commercial and industrial establishments shall be either estimated based on number of employees, manufacturing processes used and other pertinent sewer use indicators or based upon outfall measurements where available.

704. Regional Contract Sewage Treatment Charges

In the event the City consummates a contract to serve as a regional treatment plant for any other municipality or private sewage utility, either contiguous to the City or in its environs, said contract shall provide for the following unit charges:

13

Volume Charge (cents per 100 cu. ft.)

Treatment	17.1
Capital Charge	10.7
	27.8

Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to that portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the volume charge.

Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $.50 and a monthly surveillance charge of $75.00.

Excess Strength of Waste Surcharge

In the event a contract customer contribution waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	3.587
Biochemical Oxygen Demand -(BOD)	3.582
Phosphorus - (P)	34.324

Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

Zone Surcharge

The total of foregoing charges for which any contract customer will be liable to City hereunder may be increased by the zone surcharge rate set forth in Article IX hereafter if said contract customer qualifies by reason of location.

Repealed by Common Council 3-11-80.

Other Provisions

In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by Chapter 24, the City shall have the right to impose all charges, limitations and penalties applicable to any non-contract user served by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that contract customer shall agree to enact and maintain a Sewer Use Ordinance, Industrial Cost Recovery System and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U.S. Environmental Protection Agency and 40 CFR 35.905-8, 35.928-1 and 35.928-2, and 35.935-13.

705. Bulk Waste Charges

Industrial - For all industrial waste picked up from customer and hauled in City's vehicles to plant - $148.75 per load.

Domestic - For all domestic waste delivered to plant by customer's truck or tank - $21.75 per load. For purposes of computing charges hereunder, a load is defined as 1,000 gallons of tank capacity.

706. Annual Review of Service Charges

Prior to May 1 of each year, the General Auditor of the City Utilities and an independent certified public accountant employed for that purpose will submit to the Board of Public Works a comparison of the calculated unit cost for flow, removal of BOD, suspended solids, and phosphorus from the sewage treatment plant influent during the previous calendar year, with the unit charges currently in effect, in order that the Board may determine whether the current service charges and surcharges are adequate or should be changed. The methodology utilized in developing this cost comparison shall include:

1. A system including the distribution of the cost of operation and maintenance of the treatment works of the WPC Utility to each user class in proportion to such user's contribution to the total waste loading of the treatment works. Factors such as strength, volume, and delivery flow characteristics shall be considered and included as the basis for the user's contribution to insure a proportional distribution of operation and maintenance and replacement costs to each user class.

2. Total annual service charges and surcharges collected from each individual user class shall be deemed sufficient if said charges have generated during the prior operating period sufficient revenue to offset the cost of all treatment works operation and maintenance provided by the Utility, including cost of management, system repair and replacement, debt retirement and other costs incidental to the Utility operation, attributable to such class.

ARTICLE VIII. STRENGTH-OF-WASTES SURCHARGE

801. Liability for Surcharge

Each user discharging wastes into the sewerage system shall be subject to a strength of wastes surcharge, in addition to other sewage service charges imposed by this ordinance, based on the following minimum strength characteristics to the extent that such wastes are in concentrations greater than as follows:

a. Biochemical oxygen demand of 220 milligrams per liter

b. Chemical oxygen demand of 440 milligrams per liter

c. Suspended solids content of 250 milligrams per liter

d. Phosphorus content of 10 milligrams per liter

802. Computation of Surcharge

The surcharge shall be determined as follows:

68-224-7 H.I. 3/12/80

EMERGENCY RESOLUTION NO. 68-224-7

WHEREAS, a 12" sewer main has collapsed at the rear of 929 Lincoln Avenue and is sinking and perhaps dangerous.

WHEREAS, the following construction companies were requested to submit bids: John Dehner, Inc., Land Excavating, Inc., and T & G Excavating, Inc. The bid received from John Dehner, Inc. was in the amount of $6,800; from T & G Excavating was in the amount of $7,900 and no bid was received from Land Excavating, Inc.

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists and recommends John Dehner, Inc. to repair this 12" sewer main and orders City Utilities to issue a Purchase Order to John Dehner, Inc. in the amount of $6,800.

Approved this 10 March, 1980.

A true copy is incorporated herein.

Mark Akers, Chairman

Herbert Gamache, Member

Roberta Anderson Staten

ATTEST:

Sandra E. Kennedy, Clerk

15 15

68-216-8 H.I 2/27/80

SIDEWALK IMPROVEMENT RESOLUTION

No. 5863 - 80

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to construct sidewalk ~~on~~ fronting 2117 Short Street - Legal Description Being S.47½ ft. Lot #164, Pfeiffer Place Addition.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be 75% assessed upon the real estate abutting on said property as above described and 25% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of six per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 27th day of February, 1980.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Mark L. Cook, Robert Anderson, Jim Bates

CALHOUN PRESS

16

68-216-7 H. I. 2/27/80

CURB
~~SIDEWALK~~ IMPROVEMENT RESOLUTION

No. 5862 - 80

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to construct ~~XXXXXXXXXX~~ curb on Kentucky Avenue at the following locations:

2005 Kentucky Avenue

69 L.F. { Lot #1 - North 35 feet of South 55 feet - Hanna Park Subdivision
Lot #5 - Kryders 3rd Subdivision

2015 Kentucky Avenue

42 L.F. { Lot #3 - East 92 feet - Kryders 3rd Subdivision

City of Fort Wayne will assume 50% of cost of proposed new curb as well as the improvement of the northwest corner of Shore Drive at 100% cost.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed 50% upon the real estate abutting on said properties as above described and 50% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of six per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 27th day of February, 1980.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson Peter

CALHOUN PRESS

17

68-216-6 H.I

3/27/80

WATER MAIN IMPROVEMENT RESOLUTION

No. 1014 , 19 79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along Kelmar Drive from an existing twelve (12") water main on Sand Point Road eastwardly 910± feet to its terminus.

said water main(s), with all its (their) appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said city.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Improvements, in or for the benefit of recorded platted additions to and/or within cities and towns." Approved May 16, 1927 and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments, with interest at the rate of SEVEN per cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond or bonds, certificate or certificates. issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the city from the assessments for such improvement, or such moneys as said city is by said above entitled act required to pay. All proceedings had and work done in the making of said improvements, assessments of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments and supplements thereto.

Adopted, this 27 *day of* February 1980

BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg
Ethel W. LaMar
Mary G. Scott

Ursula Miller
Clerk

Sandra E. Kennedy
Clerk

APPROVED
BOARD OF PUBLIC WORKS

CHAIRMAN

DATE 2/27/80

68-211-2 H.F. 2/21/80

EMERGENCY RESOLUTION NO. 68-211-2

WHEREAS, a piece of pavement located on Paulding Road - South Extreme Lane, immediately east of Arlene, is sinking and, perhaps, dangerous.

WHEREAS, the pavement was cored and found to have a 20" void.

WHEREAS, the following construction companies were requested to submit bids: John Dehner, Inc., $1,500; Hipskind Asphalt Corp., $855.00; and T & G Excavating, Inc. $643.00. The city engineer's estimate was $1,908.00.

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists and recommends to remove and backfill with some good dry compacted 53's and orders City Utilities to issue a Purchase Order to T & G Excavating, Inc. in the amount of $643.00 and make said repair.

Approved this 21st day of February, 1980.

A true copy is incorporated herein.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

19

68-203-19 H.I
2/11/80

RESOLUTION NO. 68-203-19

PUBLIC WORKS POLICIES

The Moses Administration has placed a high priority on improving and maintaining streets, curbs, sidewalks and street lighting within the City limits of Fort Wayne to solidify community economic base. Historically, construction and maintenance of these projects have been the responsibility of the property owner. However, the rising construction costs have made this responsibility a real hardship for the average citizen. Similarly, to construct these projects totally with tax dollars is an impossibility.

In an effort to lift part of this burden and to make policies that will treat all people in all neighborhoods fairly, the Administration presents the following policies concerning the share of total cost that will be paid by the City and the share the property owners must pay:

	City Share	Property Owner Share
Alleys	25%	75%
Walks	25%	75%
Streets	25%	75%
Curbs	50%	50%
Walk, Curb, Street Lights, Drives (Combined Petition)	40%	60%

LIGHTING:

Single alley and street lights installed on wood or embedded aluminum poles with overhead wiring spaced not further than (180) feet and no more than (3) to a numerical block with the entire cost to be paid by the City.

Ornamental lighting on residential streets consists of aluminum poles with 14' mounting height to fixture and spaced not less than 100 feet and not further than 120 feet and shall be assessed evenly throughout the City at $0.023 per square foot of property abutting the project.

Ornamental lighting on collector or arterial streets shall consist of aluminum poles with 20 foot mounting height to the fixture. The Street Lighting Engineering Department shall make an estimate for residential ornamental lights and for arterial ornamental lights and the assessment rate per square foot of property shall reflect the proportionate increase in cost of the system.

Ornamental lighting, either residential or collector, when included with curb and sidewalk improvements, shall be assessed on the lineal footage abutting the project at 60% property owner and 40% City participation.

Also, exception is presently made in target impact areas of Community Development and Planning program. The lengthy procedure of public hearings, etc., required for assessment of property owners would permit further deterioration in these areas. Therefore, Community Development and Planning funds are being utilized for total payment of these target area projects.

These policies will be reviewed annually subject to availability of Federal Funds.

Projects will be implemented as quickly as funds are available, as community betterment is uppermost in this Administration's goals.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

19

Memorandum

To Mark Akers, Board Of Works Date 1-31-80

From Kenneth N. Traylor

Subject Board Policy on Streets, Alleys, Walks, Curbs, Street Lights

COPIES TO:

BOARD OF PUBLIC WORKS
FEB 0 1 1980

NOTED

☐
☐
☐

Date

Public Works Policies, revised per our meeting on January 29, 1980, are attached.

The Street Engineering Department recommends Board approval and adoption by resolution.

Ken Traylor

Ken Traylor

KNT/lj

Att.

cc: Carl O'Neal

APPROVED
BOARD OF PUBLIC WORKS
CHAIRMAN
DATE 2/1/80

19

Memorandum

To Board of Works Date January 25, 1980

From Kenneth N. Traylor

Subject Driveway Cost Participation Policy

COPIES TO:

Board of Public Works
RECEIVED
JAN 25 1980

NOTED

☐
☐
☐

Date

Please advise this Administration's thoughts in establishing a policy concerning driveway removal and replacement on curb and sidewalk projects. Nearly all petition requests to replace curbing and/or sidewalk necessitate removal and replacement of all or at least part of existing residential drives.

There is a difference in cost participation between curbs (50%-50%) and sidewalks (75%-25%), however, no set policy concerning driveways has been established. We have used three different cost participation policies to date, based upon the project, 50%-50%, 75%-25%, and 100% cost to the property owner.

Kenneth N. Traylor

KNT:ms

Form 1929

68-199-16 H.I.
2/4/80

Improvement Resolution

FOR STREET OR ALLEY

No. 5861 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve the concrete pavement by removing and replacing at the following locations:

1. 2627 & 2705 Whitegate Drive (125' x 13.5')
2. 2609 Whitegate Drive (20' x 13.5')
3. 2727 Whitegate Drive (60' x 13.5')
4. 2804 Whitegate Drive (28' x 13.5')

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 4th *day of* February, 1980

ATTEST: Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS:
Mark R. Anderson
Robert Slater

CALHOUN PRESS

21

68-194-6 1/28/80 H.I

WATER MAIN IMPROVEMENT RESOLUTION

NO. 1017, 19 79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along Ludwig Park Drive from an existing 6" water main on Sharon Drive, westward 468± LF.

said water main(s), with all its (their) appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said city.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Improvements, in or for the benefit of recorded platted additions to and/or within cities and towns." Approved May 16, 1927 and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments, with interest at the rate of ~~six~~ seven per cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond or bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the city from the assessments for such improvement, or such moneys as said city is by said above entitled act required to pay. All proceedings had and work done in the making of said improvements, assessments of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments and supplements thereto.

Adopted, this 28th *day of* January 1980

BOARD OF PUBLIC WORKS:

68-192-1 H.T. 1/24/80

LICENSE AGREEMENT

This agreement made and entered into by and between the City of Fort Wayne by and through its Mayor and Board of Public Works, hereinafter called "City" and General Electric Company, hereinafter called "Company".

WHEREAS, City has jurisdiction over streets located within the City Limits of the City of Fort Wayne; and

WHEREAS, Company is the owner of various real estate in the City, including real estate lying south of Jones Street and north of the Penn Central right of way which it utilizes as an employee parking lot; and

WHEREAS, Company is desirous of fencing its employee parking lot in the area south of Jones Street and north of the Penn Central railroad right of way, thereby enclosing Nelson Street and various unnamed alleys south of Jones Street; and

WHEREAS, City is agreeable to granting a license to Company for parking purposes and erection of fencing over the existing street right of way of Nelson Street and various unnamed alleys (as hereinafter described) south of Jones Street.

NOW, THEREFORE, in consideration of the foregoing the parties hereto hereby agree as follows:

1. City hereby grants to Company a license to use the city streets and alleys as described below for a period of ten years, commencing on the 24 day of January, 1980, and ending on the 23 day of January, 1990.
   a. Nelson Street from the southern boundary of Jones Street south to the Penn Central right of way,
   b. The alley immediately east of lots 5, 6, 7, and 8 in the Beyer Bros. Co. addition, from the southern boundary of Jones Street south to the Penn Central right of way.
   c. The alley immediately east of lot 26 in the Jones Addition from the southern boundary of Jones Street south to the Penn Central right of way.

d. The alley immediately south of lots 14-22 (inclusive) in the Jones Addition, and

e. The alley immediately south of lots 23-26 (inclusive) in the Jones Addition; all of which are shaded in the drawing attached hereto.

2. Company agrees that it will use said premises during the term of the license exclusively for purposes of parking for its employees and visitors and for the erection of fencing around said parking; Company further agrees not to erect any permanent structure on said licensed premises except for the aforementioned fencing and any structure related thereto such as gates.

3. Company agrees to maintain the parking lots and fencing in a good condition.

4. This license agreement shall automatically expire unless renewal is approved by both parties six (6) months prior to the expiration date.

Mayor

CITY OF FORT WAYNE, INDIANA BY
and through its Mayor and Board
of Public Works

Carl E. Neal

Sandra E. Kennedy

GENERAL ELECTRIC COMPANY

BY: Frank L. Reed

ATTEST:

Sandra E. Kennedy

23

MAIL TAX BILLS TO:
City of Fort Wayne
Board of Public Works
One East Main Street
Fort Wayne, IN 46802

68-185-11 H.I
1/14/80

80- 01055

(1125 Wells St.)

WARRANTY DEED

This indenture witnesseth that JOHN F. BERCOT and DANIELLA E. BERCOT, Husband and Wife, of Allen County, in the State of Indiana,

Convey and Warrant to: The City of Fort Wayne, Indiana, a municipal corporation, of Allen County, in the State of Indiana, for and in consideration of One Dollar ($1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County, in the State of Indiana, to wit:

Commencing at the intersection of the east line of Wells Street and the north line of Commerce Drive in Fort Wayne, Indiana, (which point is the southeast corner of the following described real estate, to-wit: A part of Lot Numbered 1 of McCulloch's Subdivision in the City of Fort Wayne, as follows: The South 80 feet of the North 185 feet of said Lot, except a quadrilateral portion thereof described as follows, to-wit: Beginning at a point 50 feet west of the east line of said Lot 1 and 185 feet south of the north line thereof, thence north and parallel to the East line of said lot, 15 feet; thence west parallel to the north line of said lot, 12.5 feet; thence south and parallel to the east line of said lot, 15 feet; thence east 12.5 feet to the place of beginning, and also except the North 40.2 feet of the south 140 feet sold off by deed of April 15, 1950 to Clyde E. Gladieux and Florence E. Gladieux, husband and wife, and recorded at Deed Record 426, page 409), thence from said point of beginning north along the west line of Wells Street, twenty (20) feet to a point; thence southwesterly to a point ten (10) feet east of the west line of Wells Street and 4.5 feet north of the north line of Commerce Drive, thence west parallel to the north line of Commerce Drive 50 feet more or less, to the east line of the real estate now owned by the City of Fort Wayne; thence south 4.5 feet along the east line of said real estate now owned by the City of Fort Wayne to the north line of Commerce Drive, thence east 50 feet more or less along the north line of Commerce Drive, to the point of beginning.

JAN 11 11 8 46
ALLEN COUNTY RECORDER

This conveyance is subject to taxes for 1980 payable in 1981, easements, rights-of-way, restrictions of public record, restrict

DULY ENTERED FOR TAXATION
JAN 11 1980
Gloria J. Gaglein
AUDITOR OF ALLEN COUNTY

INSTRUMENT M 11,860

35 U W

23

tions in zoning ordinances and all assessments completed after November 27, 1979.

Dated this 9th day of January, 1980.

John F. Bercot
JOHN F. BERCOT

Daniella E. Bercot
DANIELLA E. BERCOT

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of January, 1980, personally appeared John F. Bercot and Daniella E. Bercot, Husband and Wife, of Allen County, State of Indiana, and acknowledged the execution of the foregoing Warranty Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and official seal.

Mary T. Shepherd
MARY T. SHEPHERD Notary Public

My Commission Expires:

April 23, 1980

Resident of Allen County, Indiana.

This instrument prepared by LARRY J. BURKE, Attorney at Law.

Mail to: Board of Public Works, 9th Floor City-Co. Bldg., Fort Wayne, Ind. 46802

(185-12)

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

68-185-10 H.I. 1/14/80

80- 01054

Mail tax bills to:
City of Fort Wayne
Board of Public Works
Fort Wayne, IN 46802

WARRANTY DEED

(1115 Wells)

This indenture witnesseth that JOHN F. BERCOT and DANIELLA E. BERCOT, Husband and Wife,

RECD JAN 11 PM 3:22
ALLEN COUNTY RECORDER

of Allen *County in the State of* Indiana

Convey and warrant to THE CITY OF FORT WAYNE, INDIANA, a municipal corporation,

of Allen *County in the State of* Indiana

for and in consideration of One Dollar ($1.00) and other valuable considerations, *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

Lot Numbered One (1), P.A. Randall's Subdivision of Hanna's Out Lot, except that part of said Lot Numbered One (1) sold off by Deed, dated August 24, 1926, given by Rachel A. Baker to Indiana Service Corporation, recorded in Deed Record 305, page 589, and shown as No. 92 of the abstract, in the City of Fort Wayne

This conveyance is subject to easements, rights-of-way, restrictions of public record, taxes for 1979 payable in 1980, restrictions in zoning ordinances and liens of all assessments, if any, completed after November 27, 1979.

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 9th *day of* January 19 80 *personally appeared:*

JOHN F. BERCOT and DANIELLA E. BERCOT, Husband and Wife,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires April 23 1980

Mary J. Shepherd
MARY J. SHEPHERD *Notary Public*

Resident of Allen *County*

Dated this 9th **Day of** January 19 80

John F. Bercot. *Seal*
(JOHN F. BERCOT)

Daniella E. Bercot *Seal*
(DANIELLA E. BERCOT)

Seal

DULY ENTERED FOR TAXATION
JAN 11 1980 *Seal*
Gloria J. Hoeglein
AUDITOR OF ALLEN COUNTY *Seal*

Seal

This instrument prepared by Larry J. Burke *Attorney at Law*

INSTRUMENT M 11,859

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MAIL TO: Board of Public Works, 9th Floor, City County Bldg, Ft. Wayne, In. 46802

2 25

68-178-18 1/10/80 H.I.

RESOLUTION NO. 68-178-18

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Indiana, that its Chairman is hereby designated to be the authorized signatory in behalf of the City of Fort Wayne on any instruments or documents pertaining to USEPA Grants for Sewage Works. The aforesaid signatory is further authorized to execute any subsequent documents pertaining to said USEPA Grants for the City of Fort Wayne.

Approved January 10, 1980.
A true copy is incorporated herein.

Board of Public Works:

Mark L. Akers, Chairman

Carl E. O'Neal, Member

Sandra E. Kennedy, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

Fwy Trinkle Wells Project

68-172-31 H.I 12/27/79

WARRANTY DEED

79- 34797

This indenture witnesseth that WILLIAM F. SCHENKEL, NORBERT J. SCHENKEL, H. JOSEPH SCHENKEL, and CLETUS P. SCHENKEL, all over eighteen (18) years of age,

of Allen *County in the State of* Indiana

Convey and warrant to THE CITY OF FORT WAYNE

of Allen *County in the State of* Indiana

for and in consideration of One Dollar ($1.00) and other good and valuable consideration, *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

Commencing at a point 155 feet West of the Northwest corner of Ewing Street and Water Street, now Superior Street, as in the plat of Ewing's Addition, as recorded in Book 2, at page 40, of the plat records in the Allen County Recorder's Office; thence West 45 feet along the North line of Water Street, now Superior Street; thence North on a line parallel with the West line of Ewing Street to the St. Mary's River; thence East with the meanderings of said River 45 feet, more or less, to a point directly opposite the place of beginning; thence South to the place of beginning.

Subject to all real estate taxes due, and to all easements, assessments, restrictions, and limitations of record.

79 NOV 13 A10:45

ALLEN COUNTY RECORDER

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 29th *day of* October, *19* 79, *personally appeared:* WILLIAM F. SCHENKEL, NORBERT J. SCHENKEL, H. JOSEPH SCHENKEL, and CLETUS P. SCHENKEL, each being over eighteen (18) years of age,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires January 17, *19* 83

Resident of Allen County

Karen Jane Gibson

(Karen Jane Gibson) *Notary Public*

Dated this 29 **Day of** October, 1979

William F. Schenkel *Seal*
(William F. Schenkel)

Norbert J. Schenkel *Seal*
(Norbert J. Schenkel)

X H. Joseph Schenkel *Seal*
(H. Joseph Schenkel)

Cletus P. Schenkel *Seal*
(Cletus P. Schenkel)

Seal

DULY ENTERED FOR TAXATION

NOV 13 1979

Seal

Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

This instrument prepared by Norbert J. Schenkel, Jr., Attorney at Law

INSTRUMENT M 9993

Call 7524 Eleanor
MAIL TO: Board of Public Works
Rm. 920 City-County Bldg.
Ft. Wayne

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION INC 1957

25.00

- 27 -

Ewing Sailfrie's Wills Request

68-171-28d H.I

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

12/27/79

Mail tax bills to:
CITY OF FORT WAYNE
Board of Public Works
One East Main Street
Fort Wayne, Indiana 46802

WARRANTY DEED

79- 32247

This indenture witnesseth that CHARLES P. JACOBS, over the age of eighteen (18) years,

of Allen *County in the State of* Indiana

Convey and warrant to THE CITY OF FORT WAYNE, INDIANA,

of Allen *County in the State of* Indiana
for and in consideration of One ($1.00) Dollar and other valuable considerations, *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

Commencing at a point on the North side of Superior Street in the City of Fort Wayne, where the West line of Ewing Street as originally platted, if extended, would intersect the same; thence West along the said North line of Superior Street a distance of 50 feet; thence North parallel with Ewing Street, if extended, to the St. Mary's River; thence Easterly along the low water line of the St. Mary's River to the West line of Ewing Street Extended; thence South along the West line of Ewing Street Extended to the place of beginning, and 1/2 of Ewing Street adjacent on the East vacated by Declaratory Resolution No. 1210, by the Board of Public Works.

Subject to taxes.

79 OCT 19 AM 10: 32
ALLEN COUNTY RECORDER

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 16TH *day of* October 1979 *personally appeared:*
Charles P. Jacobs, over 18 years of age,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires January 29, 1982.

(John E. Williams) *Notary Public*

Resident of Allen *County.*

Dated this 16TH **Day of** October **19** 79.

Charles P. Jacobs *Seal*
(Charles P. Jacobs)

Seal

ENTERED FOR TAXATION
OCT 19 1979
Gloria J. Hoeglein *Seal*
AUDITOR OF ALLEN COUNTY

Seal

INSTRUMENT M 9135 *Seal*

This instrument prepared by John E. Williams 323 W. Berry St. City. *Attorney at Law*

MAIL TO: Map Mail Dept

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION INC. Rev 6 78

25 C

wmp Fairfield Hills Project

68-171- 28c H.I.

28

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

12/27/79

Mail tax bills to:
City of Fort Wayne
Board of Public Works
1 East Main Street
Fort Wayne, Indiana
46802

WARRANTY DEED

79- 11175

This indenture witnesseth that THE VOLUNTEERS OF AMERICA, INC., a New York corporation by J. F. McMahon, President and Edna Clements, Secretary

79 MAY 1 AM 12

ALLEN COUNTY RECORDER

of New York *County in the State of* New York

Convey and warrant to CITY OF FORT WAYNE

of Allen *County in the State of* Indiana

for and in consideration of One Dollar ($1.00) and other valuable consideration *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

All that part of Lot Number 7 in Wells Preemption, in Township 30 North of Range 12 East, lying North of the right of way of the Lake Shore and Michigan Southern Railway (formerly the Fort Wayne, Jackson, and Saginaw Railway) and West of Wells Street, in the City of Fort Wayne, more particularly described as:

Beginning at the point where the North line of the right of way of the Lake Shore and Michigan Southern Railroad Company (formerly the Fort Wayne, Jackson and Saginaw Railroad Company) intersects the West line of Wells Street; thence North 100 feet along the West line of Wells Street; thence West, on a line parallel with the North line of the right of way of said railroad company, a distance of 88.05 feet to the East line of Hanna's Out Lots, being the center line, North and South of Section 2, Township 30 North, of Range 12 East; thence South, along the said center line of said Section Number 2, to the North line of the right of way of said railroad company; thence East, along the said North line of said Right of Way of said Railroad Company, to the place of beginning, in Allen County, Indiana.

Grantor states and warrants that there is no gross income tax due.

State of ~~Indiana~~, New York **County, ss:** New York

Before me, the undersigned, a Notary Public in and for said County and State, this 4th *day of* April 1979 *personally appeared:*

The Volunteers of America, Inc., a New York corporation, by and through J. F. McMahon, President, and Edna Clements, Secretary, its duly authorized officers.

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires _____ 19

Mary Rose Page
MARY ROSE PAGE *Notary Public*

Resident of New York *County,* NEW YORK

Dated this 4th **Day of** April 19 79

THE VOLUNTEERS OF AMERICA, INC.

By: _____ *Seal*
J. F. McMahon, President

Attest: _____ *Seal*
Edna Clements, Secretary

Edna Clements

MARY ROSE PAGE
Notary Public, State of New York
No. 4638223
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1980

DULY ENTERED FOR TAXATION
MAY - 1 1979
AUDITOR OF ALLEN COUNTY

This instrument prepared by G. William Fishering, III of Adair, Perry, Beers, Mallers & Larmore, Members, Allen County, Indiana Bar Association *Attorney at Law*

MAIL TO: Board of Public Works Box

INSTRUMENT M 2008

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29

Every Fairfield-Wells Project

68-171-28 & H.I

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

12/27/79

Mail tax bills to:
City of Fort Wayne
Board of Works
1 East Main St.
Fort Wayne, IN 46802

WARRANTY DEED

79- 05055

This indenture witnesseth that PPR Company, an Indiana General Partnership, by LAWRENCE RIGANESE, DONALD L. PARKER and ROBERT E. PARROT, each over the age of eighteen (18) years, being all of the partners of said partnership,

of ALLEN *County in the State of* INDIANA

Convey and warrant to CITY OF FORT WAYNE, INDIANA.

of ALLEN *County in the State of* INDIANA

for and in consideration of One Dollar and other valuable considerations *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

A strip of land on West Superior Street, laying between said Street and St. Marys River, and running East from Griffith Street, or Fairfield (as now called), One Hundred and ten feet, to Trier's property on the East.

Bounded: On the North by the St. Marys River, on the East by Henry Trier's, on the South by Superior, or as old name of Street, Water St., on the West by Fairfield, or as formerly called Griffith Street, in the City of Fort Wayne.

This conveyance is subject to easements, rights-of-way of record and to taxes for 1979 payable in 1980 and subsequent taxes.

Grantor(s) certify under oath that no Indiana gross income tax is due or payable in respect to the transfer made by this deed.

DULY ENTERED FOR TAXATION
FEB 26 1979
Gloria J. Gaeglein
AUDITOR OF ALLEN COUNTY

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 26th *day of* 19 79 *personally appeared:* LAWRENCE RIGANESE, DONALD L. PARKER, AND ROBERT E. PARROT, each over the age of eighteen (18) years, being all the partners of PPR Company, an Indiana General Partnership,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 11/9/81 19

Louise Eileen Still *Notary Public*

Resident of Allen *County.*

Dated this 26th **Day of** Feb. 19 79

PPR COMPANY

By: Lawrence Riganese *Seal*
Lawrence Riganese, Partner

By: Donald L Parker *Seal*
Donald L. Parker, Partner

By: Robert E Parrot *Seal*
Robert E. Parrot, Partner

Seal

Seal

INSTRUMENT # 14,923 *Seal*

FILED FEB 26 1979 3:09
ALLEN COUNTY RECORDER

This instrument prepared by LARRY J. BURKE *Attorney at Law*

MAIL TO: City of Fort Wayne, Board of Works, 1 East Main Street, Fort Wayne, IN 46802

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277

Ewing - Fairfield - Wells Bridge.

30

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

68-171-28 HI.

12/28/79

Mail tax bills to:
Rm 920
City-County Bldg.
Ft. Wayne

WARRANTY DEED

79- 39358

This indenture witnesseth that WM. P. SCHENKEL & SONS, an Indiana Partnership,

79 DEC 28 P 3:20
ALLEN COUNTY RECORDER

of Allen *County in the State of* Indiana

Convey and warrant to THE CITY OF FORT WAYNE

of Allen *County in the State of* Indiana

for and in consideration of One Dollar ($1.00) and other valuable considerations, *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

Commencing at a point 155 feet West of the Northwest corner of Ewing Street and Water Street, now Superior Street, as in the plat of Ewing's Addition, as recorded in Book 2, at page 40, of the plat records in the Allen County Recorder's Office; thence West 45 feet along the North line of Water Street, now Superior Street; thence North on a line parallel with the West line of Ewing Street to the St. Mary's River; thence East with the meanderings of said River 45 feet, more or less, to a point directly opposite the place of beginning; thence South to the place of beginning.

Subject to all real estate taxes due, and to all easements, assessments, restrictions, and limitations of record.

INSTRUMENT M 11,504

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 26th *day of* December, 1979, *personally appeared:*

Norbert J. Schenkel, General Partner of WM. P. SCHENKEL & SONS, an Indiana Partnership, being over the age of eighteen (18) years,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires September 27, 1983

(Norbert J. Schenkel, Jr.) *Notary Public*

Resident of Allen *County*

Dated this 26th **Day of** December, 1979

Norbert J Schenkel *Seal*
(Norbert J. Schenkel) General Partner *Seal*

Seal

DULY ENTERED FOR TAXATION *Seal*

DEC 28 1979 *Seal*

Gloria J. Goeglein *Seal*
AUDITOR OF ALLEN COUNTY

Seal

This instrument prepared by Larry J. Burke *Attorney at Law*

MAIL TO: Board of Works 7524-Elmn

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. Rev 6 78

31

80 JAN -2 AM 9:23

ALLEN COUNTY RECORDER

Virginia L. Young

80- 00003 68-170-15 H.I.

12/27/79

SUPPLEMENTAL SANITARY SEWAGE TREATMENT AGREEMENT

WHEREAS the City of Fort Wayne, Indiana, and the City of New Haven, Indiana, both municipal corporations of the State of Indiana, did enter into a Water Pollution Control Treatment Agreement dated July 21, 1977 and Supplemental Sanitary Sewage Treatment Agreement executed in April of 1978;

WHEREAS the City of New Haven has prepared plans and specifications for the construction of sewers and appurtenances to connect the New Haven sewerage system to the Fort Wayne sewerage system for treatment of New Haven's sewage as ordered and mandated by the Stream Pollution Control Board of the State of Indiana by its orders dated December 28, 1973 in Cause Number B-165 and Cause Number B-196; and

WHEREAS the City of New Haven has taken bids for the construction of the sewers required to make the connection of the New Haven sewers to the Fort Wayne sewers and in addition thereto has taken bids for the construction of other necessary sewers to improve its sewage system;

WHEREAS the City of New Haven has determined to issue sewage works revenue bonds in the amount of $1,120,000 to finance the cost of constructing the connection of the New Haven sewerage system to the Fort Wayne sewerage system as well as the cost of constructing the other improvements to be made by New Haven to its sewerage system, which bonds will mature serially for a period of twenty (20) years with the last maturity being April 1, 2000;

WHEREAS the City of New Haven and the City of Fort Wayne did by the terms of the Supplemental Sanitary Sewage Treatment Agreement dated April , 1978 make the effective date of the Water Pollution Control Treatment Agreement dated July 21, 1977 effective upon certain conditions which conditions were complied

DULY ENTERED FOR TAXATION

JAN 2 1980

Gloria J. Goeglein

AUDITOR OF ALLEN COUNTY

4.50

Ken - 7061

with on August 4, 1978 when the New Haven sewers known as the Meadowbrook sewers were connected to the Fort Wayne sewerage system for treatment;

WHEREAS the parties hereto wish to make the Water Pollution Control Treatment Agreement dated July 31, 1977 irrevocable and non-cancellable during the period of time that the City of New Haven shall have outstanding sewage works revenue bonds issued for the purposes herein stated excepting only for a violation of certain terms and conditions specifically set forth in the agreement between the parties dated July 21, 1977.

WHEREAS Section 2 of the Water Pollution Control Treatment Agreement dated July 21, 1977 provides that said agreement shall continue in full force and effect for twenty (20) consecutive years from the first date of connection or three (3) years from date of the execution of said agreement, and that said agreement shall continue in full force and effect for an indeterminate number of five (5) year terms after the initial term unless one of the parties shall notify the other party in writing at least three (3) years prior to the expiration of the original term or any additional five (5) year term of its desire not to continue the agreement;

WHEREAS the City of Fort Wayne and the City of New Haven both wish to waive any right they may have pursuant to said agreement to terminate said agreement of July 21, 1977 for the initial term of twenty years as well as a subsequent renewal period of five (5) years thereafter except only for a violation of certain terms and conditions specifically set forth in the agreement between the parties dated July 21, 1977.

NOW THEREFORE it is agreed by and between the parties hereto:

1. That the City of Fort Wayne and the City of New Haven do both waive any right they may have to terminate the Water Pollution Control Treatment Agreement dated July 21, 1977 as well as the Supplemental Agreement thereto dated April, 1978 for the initial term of the agreement of July 21, 1977 as well as a

c. 31

subsequent renewal period of five (5) years thereafter, it being the intent of the parties hereto that said agreement shall be in full force and effect without right of termination by either party for the initial term of twenty (20) years plus one five (5) year renewal term except only for a violation of certain terms and conditions specifically set forth in the agreement between the parties dated July 21, 1977. Thereafter, said agreement shall continue for indeterminate number of five (5) year terms pursuant to the provisions of the agreement dated July 21, 1977.

This Supplemental Sanitary Sewage Treatment Agreement has been duly approved and executed by the parties on the dates set forth hereafter.

ATTEST:

Chairman, Board of Public Works

Dated: 12-27-79

CITY OF FORT WAYNE
"Contractor"

Mayor of Fort Wayne

Attest:

City Clerk-Treasurer

Dated: 12-24-79

CITY OF NEW HAVEN
"Contractee"

Mayor of New Haven

31

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

engineering department
7th floor

BOARD OF PUBLIC WORKS
RECEIVED
JAN 0 8 1980
NOTED
Date

January 7, 1980

The Honorable Terry Werling, Mayor
City of New Haven
1235 Lincoln Highway East
New Haven, IN 46774

Subject: SUPPLEMENTAL SANITARY SEWAGE TREATMENT AGREEMENT
DATED DECEMBER 27, 1979

Dear Mr. Mayor:

Please find enclosed for your files a copy of the recorded subject document.

If you have any questions, please feel free to contact me at 423-7061.

Yours truly,

FILE FOR OTHER BD MEMBERS

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/ds

enc.

cc: Board of Public Works

AN EQUAL OPPORTUNITY EMPLOYER

o. 31

Memorandum

To BOARD OF PUBLIC WORKS Date JAN. 7, 1980

From PHILIP R. BOLLER

Subject SUPPLEMENTAL SANITARY SEWAGE TREATMENT AGREEMENT BETWEEN CITY OF FORT WAYNE AND THE CITY OF NEW HAVEN

COPIES TO:

BOARD OF PUBLIC WORKS
RECEIVED
JAN 08 1980

NOTED

☐
☐
☐

Date_____

Please find enclosed the recorded original document on subject project for your files.

Phil Boller

Philip R. Boller, P.E.

Chief Water Pollution Control Engineer

PRB/DE/ds

enc.

31

68-170-15 H.I.
12/27/79

FRUECHTENICHT LAW OFFICE
421 STANDARD BUILDING
FORT WAYNE, INDIANA 46802
422-8414

ARTHUR H. FRUECHTENICHT
ARTHUR W. FRUECHTENICHT
ASSOCIATE
GLENN A. EMLEY

WM. H. FRUECHTENICHT 1879-1957
WM. FRUECHTENICHT, JR.
OF COUNSEL

December 24, 1979

Mr. Henry Wehrenberg, Chairman
Board of Public Works
Fort Wayne, Indiana

Dear Henry:

The City of New Haven has determined that it will have to issue sewage works revenue bonds in the amount of $1,120,000 to obtain the necessary funds to pay for the cost of constructing the connection to the Fort Wayne Sewage System as well as the cost of other sewers to be constructed in the City.

The City of New Haven proposes to amortize the bonds over a period of twenty years with the last maturity being April 1, 2000. The July 21, 1977 contract between New Haven and Fort Wayne appears to have become effective in August of 1978 with the Meadowbrook connection, and therefore the 20 year term of the July 21, 1977 contract will end August, 1998.

Bond counsel requires a firm contract between the two cities for the term of the bonds, and this could be accomplished by the cities agreeing to a five year continuation of the July 21, 1977 contract. I have prepared a supplemental agreement to extend the term of the July 21, 1977 agreement for five (5) years at the end of its twenty (20) year term.

New Haven would like to have Fort Wayne approve the plans and specifications to make the proposed connection, and I have prepared a supplemental agreement which incorporates the approval of the plans with a five (5) year extension of the original contract. If Fort Wayne approves this supplemental agreement, then it will not be necessary to approve the agreement pertaining only to the five (5) year extension.

New Haven is working on a very tight time schedule and your favorable consideration of the above matters would be greatly appreciated.

If you have any questions about these proposed agreements, please call me at your convenience.

Very truly yours,

Arthur H. Fruechtenicht

AHF:ss

68-165-23A H.I.
12/19/79
5-08-80
1-22-80

AGREEMENT FOR THE PURCHASE OF A SANITARY SEWER LINE

This agreement is executed and entered into this 18th day of DECEMBER, 1979 by and between LEO-CEDARVILLE REGIONAL SEWER DISTRICT, a regional sewer district established pursuant to Indiana law (hereinafter referred to as "Seller") and THE CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Buyer") and witnesses that:

WHEREAS, the Seller has caused to be constructed a regional sewage collection system within the confines of Sewer District as outlined in red on "Exhibit A" attached hereto and made part hereof,

WHEREAS, the Seller did on the 19th day of October, 1977 enter into an AGREEMENT with the Buyer agreed to treat the sewage collected by the regional sewage collection system, and

WHEREAS, the Seller has caused to be constructed a 15 inch gravity sewer line shown in blue on "Exhibit A" for the purpose of transporting said sewage to a sanitary interceptor owned by the Buyer, and

WHEREAS, the Buyer seeks to purchase and the Seller desires to sell said sewer line described as follows:

> A part of Fractional Section 4, Township 31 North, Range 13 East, St. Joseph Township, Allen County, Indiana, being a strip of land 15 feet in width along the West side of and adjoining the following described line:
>
> Beginning on the East line of real estate owned by Indiana & Michigan Electric Company, at a point located 1618.78 feet West and 2735 feet South of the Northeast corner of said Section 4; thence continuing South on the property line a distance of 1050 feet more or less, to the low water line of the St. Joseph River and a strip of land 25 feet in width along the East side of and adjoining the following described line:
>
> Beginning on the North line of said fractional Section 4 at a point 1618.78 feet West of the Northeastcorner thereof, thence South along the property line a distance of 2947.58 feet and a part of lot 6 of Trease Estates Plat "A" situated in the Southwest Fractional Quarter Section 31, Township 32 North, Range 13 East, Cedar Creek Township, Allen County, Indiana, and described as follows:
>
> 25 feet in width along the Easterly side of and and adjoining the following described line: Beginning on the South line of said Section 31 at a point 232.32 feet East of the intersection of said South line and the centerline of Old Leo Road (1618.78 feet West of the N.E. corner of Section 4, Township 31 North, Range 13 East) thence North parallel to the existing oil pipeline

easement 69.4 feet, thence with a deflection left at 36° 50' 30" a distance of 51.0 feet to the right of way of the Old Leo Road and a line in and along the Southeast right of way of the Old Leo Road in a Norteasterly direction, a distance of 2138 feet.

WHEREAS, said Seller has obtained easements attached as Exhibits B, C and D enabling the Seller to construct the sewer line over property owned by the Corporation identified in said Exhibits, and

WHEREAS, the Seller has obtained all permits necessary to construct said sewer line in the right-of-way of the Old Leo Road, and

WHEREAS, in the abovementioned AGREEMENT between the Buyer and the Seller, the Seller was required at his own cost to install all necessary monitoring equipment at the point where Seller connected to Buyers Sanitary Sewer Interceptor, said point marked in yellow on "Exhibit A" and

WHEREAS, no monitoring devices were installed at point identified in yellow on "Exhibit A", and

WHEREAS, the total cost to the Seller for constructing the referenced line, as it is constructed without the monitoring device was $13,579.79, and

WHEREAS, the Seller in accord with the above mentioned agreement, has caused to be installed all required measuring devices at Lift Station Number One at State Road One and Cedar Creek said point is not included in the gravity line identified above, and

WHEREAS, the said sewer line under a construction warranty to the Seller in accordance with a contract executed between the Seller and Winzler Excavation Company, Inc. dated July 10, 1978, and said sewer line will remain under warranty for a period of one (1) year after its acceptance by the Seller, and

WHEREAS, these construction warranties are assignable in accord with Article 43 of the above mentioned contract.

NOW THEREFORE, in consideration of the foregoing statements, the following terms are hereby agreed upon between the parties for the purchase of said sewer line:

1. The Seller will deliver to the Buyer a written proof of its acceptance of said sewer line.

2. The Seller will assign transfer and convey all rights, title and interest in the sewer line described above including all warranties and easements shownon Exhibits B, C and D attached hereto and made part hereof.

3. The Buyer will pay the Seller the sum of thirteen thousand five hundred seventy-nine dollars and seventy cents ($13,579.70) as full and final payment for said sewer line.

4. The Buyer recites that he has inspected said sewer line and agrees to indemnify and hold harmless the Seller from any damages resulting from any defect in said sewer line.

5. The Buyer agrees to, at its own cost, install whatever monitoring equipment is necessary to change the tap in point marked in green on Exhibit A attached hereto, except that the installation and operational cost of the flow measuring devices contained at Lift Station Number One at State Road One and Cedar Creek shall remain the responsibility of the Seller.

6. Buyer recites that any owner or owners of land which is now, or hereafter located outside the corporate limits of the City of Fort Wayne who connect into the sewer line identified above shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending of future annexation by the City of Fort Wayne of such land or of the territory which is or will be served by said sewer line except that the foregoing shall not be applicable to the connection of the Leo-Cedarville Regional Sewer District.

7. The Seller shall record a copy of this agreement in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City of Fort Wayne.

8. This agreement shall remain in full force for a period of one (1) year from the date of its execution and the effective date for the transfer of the ownership of said line shall commence after items 1, 2 & 3 herein have been satisfactorily accomplished by both parties.

9. This agreement shall be to the benefit of, and shall be binding upon, the parties to this agreement as well as their successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and entered into this Agreement for the Purchase of a Sanitary Sewer Line this 18th day of DECEMBER, 1979.

"Seller"

LEO-CEDARVILLE REGIONAL SEWER DISTRICT

By Vincent D. Hansen

By Paul L. Brown

By Richard Twisby

By Robert A. Thomp

By Grover Bender

By _____

By _____

"Buyer"

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By Ethel H. LaMar
Ethel H. LaMar, Member

By Max G. Scott
Max G. Scott, Member

Attest:

Ursula Miller
Ursula Miller, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the Leo-Cedarville Sewer District by VINCENT A. HANSEN PAUL L. BRUNNER RICHARD KNISELY ROBERT A. THARP LEVON BENDER and acknowledged and executed the foregoing Agreement for the Purchase of a Sewer Line this 19TH day of DECEMBER, 1979.

Witness my hand and notarial seal.

Robert E. Connolly
ROBERT E. CONNOLLY Notary Public

Resident of ALLEN County

My Commission Expires:

MAY 31, 1981

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the City of Fort Wayne by Robert E. Armstrong, Mayor and the Board of Public Works by Henry P. Krehenberg, Ethel H. La Mar, Mac G. Scott, and acknowledged and executed the foregoing Agreement for the Purchase of a Sewer Line this 19th day of December, 1979.

Witness my hand and notarial seal.

Anne D. Fox
Notary Public

Resident of Allen County

My Commission Expires:

3/6/80

This Instrument Prepared By:

Robert E. Connolly, Attorney at Law
RIEBENACK & CONNOLLY
Suite 215 2200 Lake Avenue
Fort Wayne, Indiana 46805

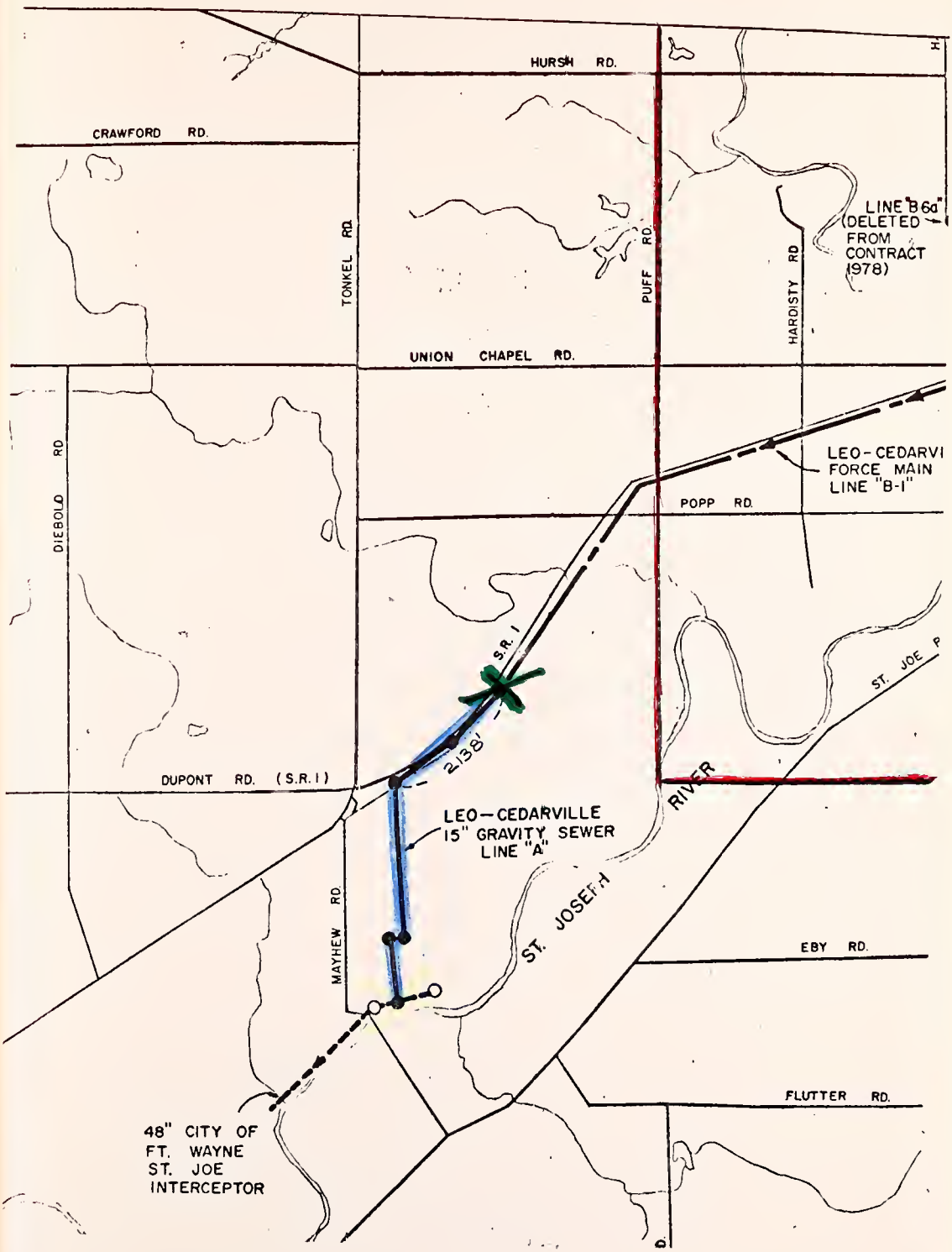
HURSH RD.
CRAWFORD RD.
TONKEL RD.
PUFF RD.
HARDISTY RD.
LINE "B 6a" (DELETED FROM CONTRACT (1978)
UNION CHAPEL RD.
DIEBOLD RD.
LEO-CEDARVI FORCE MAIN LINE "B-1"
POPP RD.
S.R. 1
ST. JOE P
2138'
DUPONT RD. (S.R.1)
LEO-CEDARVILLE 15" GRAVITY SEWER LINE "A"
RIVER
MAYHEW RD.
ST. JOSEPH
EBY RD.
FLUTTER RD.
48" CITY OF FT. WAYNE ST. JOE INTERCEPTOR

EXHIBIT A.

78- 30487

DULY ENTERED FOR TAXATION

SEP 26 1978

Joan D. Uebelhoer
AUDITOR OF ALLEN COUNTY

EASEMENT GRANT

THIS INDENTURE WITNESSETH: INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, (hereinafter called "Grantor"), for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give and grant but without warranty, insofar as its present title enables it to do so, to LEO-CEDARVILLE REGIONAL SEWER DISTRICT, an Indiana corporation, (hereinafter called "Grantee"), a right of way and easement 15 feet in width, to conetruct, maintain, and operate one sanitary sewer line along with ground level and underground appurtenancee in, under, and along the real estate of Grantor (hereinafter called "Grantor's Real Estate") situated in Section 4, Township 31 North, Range 13 East, St. Joseph Township, Allen County, State of Indiana, more particularly described as follows, to-wit:

INSTRUMENT # 9343

A part of the fractional Section 4, Township 31 North, Range 13 East, St. Joseph Township, Allen County, Indiana, described as follows:

A strip of land 15 feet in width along the West side of and adjoining the following described line:

Beginning on the East line of real estate owned by Indiana & Michigan Electric Company, at a point located 1618.78 feet West and 2735 feet South of the Northeast corner of said Section 4; thence continuing South on the property line a distance of 1050 feet, more or less, tc the low water line of the St. Joseph River.

ALSO, a 25 foot temporary easement for construction purposes lying directly West of and adjoining the above described 15 foot easement.

'78 SEP 26 PM 2:24
ALLEN COUNTY RECORDER
Joan D. Uebelhoer

IT IS UNDERSTOOD AND AGREED:

1. Grantee assumes all risk of injury that it or its agents, servants, employees, and parties usi g Grantor's Real Estate may sustain be reason of the towers, poles, foundations, lines, wires, cables, conduits, and any other equipment, apparatus, structures, and property of Grantor and the use thereof by Grantor, and hereby releases Grantor from all liability therefor, and covenants to indemnify and hold harmless the Grantor against any and all liability for damages in the premises.

2. The Grantee shall at all times, indemnify, protect, defend, and save harmless Grantor against any and all actions, suits, proceedings, losses, claims, demands, liabilities, damages, and expenses (including court costs and attorneys' fees) which Grantor may incur or suffer on account of, arising out of, or incidental to some act or omission on the part of Grantee in connection with the existence of enjoyment of, or the exercise by, the Grantee, its agents, servants, employees, contractors, and invitees of, any or all of the rights, titles, interests, and privileges herein granted by the Grantor to the Grantee, except whore proximately caused by the negligence of the Grantor, its agente, servants, employees, contractors, and invitees, provided however, that Grantor shall not be deemed to be at fault or negligent in assuming, without investigation that it may safely cross Grantee's storm sewer with machinery, equipment, and vehicles.

EXHIBIT B

10
5/11

3. The easement rights herein granted to Grantee shall be at all times subject and subordinate to the possession and use of Grantor's Real Estate by the Grantor for the erection, maintenance, operation, and repair of its towers, poles, foundations, lines, wires, cables, conduits, or any other equipment, apparatus, structures, or property of Grantor now or hereafter erected in, upon, over, under, across, and along Grantor's Real Estate, and for all utility and corporate purposes.

4. Said sewer shall not exceed eighteen (18) inches in diameter and shall be installed, maintained, and operated at sufficient depth below the surface of the ground to permit the covering over of the sewer line to be dressed off level to the adjacent ground level and in accordance with applicable rules, regulations, standards, ordinances, codes, and statutes governing installation, maintenance, and operation of said sewer and so as not to interfere in any manner whatsoever with drainage ditches, culverts, and drains. Grantee shall bear the entire cost and expense of constructing, reconstructing, and maintaining said sewer upon said real estate and Grantor shall never be or become liable for such costs and expenses or any portion thereof. Grantee agrees that all work upon or in connection with said sewer shall be done in a workmanlike manner and at such times and in such a manner as not to interfere in any way whatsoever with the operations of Grantor. The plans for the construction of said sewer shall be subject to the approval of Grantor.

5. Grantee agrees that neither it, its servants, agents, employees, contractors, licensees, nor any other person, firm, company, or corporation permitted by Grantee to enter upon the above described real estate, shall operate any machine, apparatus, or other piece of equipment closer than the greater distance permitted by OSHA regulations or other rules governing clearance to any of Grantor's electric lines, conductors, towers, or any other facilities or structures on Grantor's Real Estate.

6. Grantor's Real Estate shall be used by Grantee in such manner as not to injure or interfere with the towers, poles, foundations, lines, wires, cables, conduits, or any other equipment, apparatus, structure or property of Grantor now or hereafter placed in, upon, over, under, across, and along said real estate. All damage to any or all of the aforesaid property of Grantor resulting from the construction, operation, and maintenance or removal of said sewer shall be promptly paid by Grantee.

7. In the event that the use to which Grantor may, from time to time, desire to devote the lands of Grantor is such that Grantor deems it necessary or desirable that the storm sewer of Grantee and the appurtenances thereto, or any part thereof be relocated, moved or in any way rearranged within or upon said lands, then, in each such event, Grantee, at its own sole cost and expense, will make such rearrangement of its facilities so as to comply with the Grantor's desires and wishes within a reasonable time after being notified in writing by Grantor.

8. In the event, at any time, of any default by the Grantee in the performance of any of the covenants or agreements on its part to be kept and performed, the Grantor may thereupon terminate thie eaeement and all the righte in connection therewith by giving 30 daye' notice in writing to Grantee, and upon the expiration of said 30 day period, this easement shall terminate and no longer be of any force and effect; and, thereupon, Grantee ehall, if eo directed by Grantor, immediately remove eaid sewer and appurtenances from Grantor's Real Estate at its own risk and expense and restore the said premises to ae eubetantially good condition as the eame were in immediately prior to the laying of eaid sewer line.

9. If Grantee shall at any time abandon eaid eaeement and right of way and cease to use same for and during a period of one year, or if Grantee fails to employ this easement and right of way for the purpose for which it was granted, thie eaeement and right of way ehall terminate and all righte shall revert to Grantor as fully and completely as if this easement and right of way had never been granted. Grantor reserves the right to require Grantee to remove all its improvemente or other property located thereon. If Grantor exercises this right, Grantee covenants to remove all its improvements or other property located thereon within thirty (30) days after written notification from Grantor so to do and restore Grantor's property and improvements to at least the same condition in which they were prior to Grantee exercising its easement rights.

10. This grant is made subject to all licenses, leases, easements, conditions, covenants, encumbrances, liens, rights of persons in possession, and claims of title which may affect said real estate.

11. Upon completion of the installation of said eewer and upon completion of any maintenance of other activity taken by Grantee in connection with said sewer, Grantee shall restore Grantor's Real Estate and improvements, including roadwaye, gatee, fencee, thereon to the same level, contour, and general condition as existed on Grantor'e real estate immediately prior to such act. Grantee shall not move or pile spoil from its excavations to obetruct the natural drainage and flow of water and shall repair or replace all drains and ditches to the same condition as they were immediately prior to the Grantee's use of said easement. Grantee shall dispose of any excess earth from Grantor's Real Estate in such a manner as Grantor may direct.

12. The said storm sewer shall be installed and maintained upon said etrip herein described so as to permit Grantor to croee eaid etorm eewer with machinery, equipment, and vehiclee without danger of: injury to the eervants, agents, employees, contractors, licensees and invitees of Grantor or Grantee; or damage to the property of Grantor or Grantee or adjoining property owners. Grantee shall further maintain or provide eatisfactory routes of access during the time of construction across or through the easement areas for the use and benefit of the Grantor and its agents and/or lessees, and any party having easement rights primarily for ingress and egress and utility purposee.

67

13. Grantee shall have the reasonable right to cut, trim, remove, or otherwise control all trees, branches, bushes, brush, undergrowth, crops or other growth or vegetation located or growing upon or in the easement area as may be reasonably necessary in the installation, maintenance, operation, repair, replacement, or renewal of the sanitary sewer and the equipment and facilities connected therewith.

14. All notices or demands hereunder may be served on Grantor by certified mail, addressed to Grantor at 2101 Spy Run Avenue, Fort Wayne, Indiana 46805, and on Grantee by certified mail, addressed to Grantee at P.O. Box 86, Leo, Indiana 46765.

15. This indenture contains all the terms and conditions of this easement, express or implied, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

16. Grantor, through its duly authorized officers, certifies under oath that no Indiana gross income tax is due or payable at this time in respect to the transfer made by this indenture.

IN WITNESS WHEREOF, the Grantor hereto has caused this document to be executed by its duly authorized officers this 13th day of July, 1978.

INDIANA & MICHIGAN ELECTRIC COMPANY

By R. C. Menge
R. C. Menge, [redacted] Vice President

ATTEST:
A. H. Stuhlmann, Assistant Secretary

STATE OF INDIANA)
) SS.
COUNTY OF ALLEN)

Be it remembered that on the 13th day of July, 1978, before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared R. C. Menge and A. H. Stuhlmann, the [redacted] Vice President and Assistant Secretary respectively of the Indiana & Michigan Electric Company, and acknowledged the execution of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said Company for the uses and purposes therein set forth, and said officers, having been duly sworn, swear that the statements contained therein relating to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Rita K. Sauders
Rita K. Sauders Notary Public

My Commission Expires:
July 19, 1980

I am a resident of Whitley County, Indiana.

This instrument was prepared by O. C. Smith, Agent for Indiana & Michigan Electric Company on its behalf.

RFT To Robert E. Conrad

FILED SEP 26 PM 2 23
ALLEN COUNTY RECORDER
Jane E. Pickard

78- 30486

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH THAT: National Oil Corporation

of Allen County, Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar ($1.00) and other valuable and sufficient consideration, receipt of which is acknowledged, does hereby grant, convey and warrant to the LEO-CEDARVILLE REGIONAL SEWER DISTRICT, referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, use, maintain, repair, reconstruct, and remove a sewer line in, along, under and across the following described real property located in County of Allen, State of Indiana, and being part of Section 31, Township 32 North and Range 13 East to wit:

A part of lot 6 of TREASE ESTATES PLAT "A" Situated in the Southwest fractional Quarter Section 31, Township 32 North, Range 13 East, Cedar Creek Township, Allen County, Indiana and described as follows:

25 feet in width along the Easterly side of and adjoining the following described line:

Beginning on the South line of said Section 31, at a point 232.32 feet East of the intersection of said South line and the centerline of the OLD LEO ROAD (1618.78 feet West of the N.E. Corner of Section 4, Township 31 North, Range 13 East); thence North parallel to the existing oil pipeline easement 69.4 feet; thence with a deflection Left of 36° - 50' - 30" a distance of 51.0 feet to the right of way of the Old Leo Road.

Also: A 25 foot temporary construction easement lying directly East of and adjoining the above described 25 foot easement.

Grantor warrants that there are no Indiana Gross Income Taxes due and owing as a result of this transaction.

TOGETHER with right of ingress and egress to, from and over said premises for the purposes mentioned above.

GRANTEE shall promptly repair, replace or reimburse Grantor for any damage to fences or to growing crops caused by the construction, operation and maintenance of Grantee's facilities. Said temporary easement as above described is to be used only until such sewer construction is completed by the Leo-Cedarville Regional Sewer District.

DULY ENTERED FOR TAXATION

SEP 26 1978

Jean D. Uebelhoer
AUDITOR OF ALLEN COUNTY

INSTRUMENT # 9342

EXHIBIT C

3.14

IT IS AGREED that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, h irs and assigns.

EXECUTED THIS 19th DAY OF September 19 78.

NATIONAL OIL CORPORATION

By: William Moser
William Moser, President

STATE OF INDIANA)
) SS:
COUNTY OF WELLS)

Before me, the undersioned, a Notary Public in and for said County and State, personally appeared William Moser who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19th day of September, 19 78.

Tellman J Gerber
Wells County Resident

MY COMMISSION EXPIRES:

April 18, 1981

RETURN TO ->
This instrument was prepared by Robert E. Connolly, Attorney at Law, 2200 Lake

78- 17271

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH THAT: Indiana Bank and Trust Company of Allen County, Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar ($1.00) and other valuable and sufficient consideration, receipt of which is acknowledged, does hereby grant, conve and warrant to the LEO-CEDARVILLE REGIONAL SEWER DISTRICT, referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, use, maintain, repair, reconstruct, and remove a sewer line in, along, under and across the following described real property located in County of Allen, State of Indiana and being a part of Section 4 , Township 31 North and Range 13 East to wit:

A part of Fractional Section 4, Township 31 North, Range 13 East, St. Joseph Township, Allen County, Indiana and described as follows:

25 feet in width along the East side of and adjoining the following described line:

Beginning on the North line of said fraction Section 4, at a point 1618.78 feet West of the Northeast corner thereof; thence South along the property line a distance of 2947.57 feet.

Also: A 25 foot temporary construction Easement lying directly East of and adjoining the above described 25 foot Easement.

Grantor warrants that there are no Indiana Gross Income Taxes due and oweing as a result of this transaction

DULY ENTERED FOR TAXATION

JUN 15 1978

Jean D. Yeheskel
AUDITOR OF ALLEN COUNTY

INSTRUMENT # 4307

1978 JUN 15 PM 2:34

ALLEN COUNTY, INDIANA
Jane E. Linhart

TOGETHER with right of ingress and egress to, from and over said premises for the purposes mentioned above.

GRANTEE shall promptly repair, replace or reimburse Grantor for any damage to fences or to growing crops caused by the construction, operation and maintenance of Grantee's facilities. Said temporary easement as above described is to be used only until such sewer construction is completed by the Leo-Cedarville Regional Sewer District.

EXHIBIT D

IT IS AGREED that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs and assigns.

EXECUTED THIS 14th DAY OF June 1978.

INDIANA BANK AND TRUST COMPANY OF FORT WAYNE

By: John D. Auld VP
John D. Auld, Vice President

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Indiana Bank and Trust Company of Fort Wayne, by John D. Auld, Vice President who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 14th day of June 1978.

Carolyn Sue Favory
Carolyn Sue Favory, Notary Public

COMMISSION EXPIRES:
CAROLYN SUE FAVORY
My commission expires Feb. 27, 1980

County of Residence of Notary Public is Allen County, Indiana.

This instrument was prepared by Robert E. Connolly, Attorney at Law, 2200 Lake Avenue, Suite 215, Fort Wayne, Indiana 46805.

3 33

Form 1929

City Paid 48-158-11 H, I

12/12/79

Improvement Resolution

FOR STREET OR ALLEY

No. 5858-79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ demolish the structures and clear the site of the Volunteers of America building at 1001 Wells St.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne.

Adopted, this 12th *day of* December, 1979

ATTEST:

Ursula Miller
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Henry P. Uhlenberg

Edward W. LaMar

Mary G. Scott

CALHOUN PRESS

City Pard 66-152-10 H.I
12/12/79

Form 1929

Improvement Resolution

FOR STREET ~~OR ALLEY~~

No. 5824-78

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ repair and maintain the streets within an area bounded by Coliseum Blvd., G.R.& I. R.R., I-69, and Lima Road (commonly called Interstate Industrial Park) with concrete pavement repair, asphalt repair, resurfacing, and ditching where needed.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 12th *day of* December, 1979

ATTEST: Ursula Miller
Secretary & Clerk

BOARD OF PUBLIC WORKS: Henry P. Wehenberg
Edd W. LaMar
Mary G Scott

CALHOUN PRESS

35

68-157-24 H.I.
12/12/79

QUIT CLAIM DEED

29- 38068

The CITY OF FORT WAYNE BOARD OF PARK COMMISSIONERS, hereinafter referred to as "Grantor" does hereby grant in consideration of $1.00 and other good and valuable consideration to the City of Fort Wayne, an Indiana Municipality, hereinafter called the "Grantee", all title and interest in the following described premises located in Fort Wayne, County of Allen, State of Indiana:

All of Hanna's out lot 16 which lies south of the Penn-Central Railroad tracks and that part of Hanna's out lot 15 which lies south of a line which begins at a point on the west line of out lot 16 190 feet south of the south right-of-way line of Penn-Central Railroad tracks and runs west perpendicular to the west line of Hanna's out lot 16 to the water's edge of the St. Mary's River.

IN WITNESS WHEREOF, the said representatives of the Fort Wayne Board of Park Commissioners have hereunto set their hand and seals this 15 day of November, 1979.

CITY OF FORT WAYNE, INDIANA
BOARD OF PARK COMMISSIONERS

President Byron F. Novitsky

Member C. Corydon Randall

Member Audrey H. Sharpe

Member C. Philip Andorfer

79 DEC 14 A 8:04
Gloria J. Goeglein
ALLEN COUNTY RECORDER

DULY ENTERED FOR TAXATION
DEC 13 1979
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

ACKNOWLEDGEMENT
STATE OF INDIANA
SS:
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public, in and for said County and State, this 15 day of November, 1979, personally appeared the above named representatives of the CITY OF FORT WAYNE BOARD OF PARK COMMISSIONERS, Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal.

My Commission Expires: June 28, 1980

Angela S. Derheimer
Notary Public
Resident of Allen County
Angela S. Derheimer

This instrument prepared by: Harvey M. Woodring

INSTRUMENT M 11,080

Mail Will Call

68-152-12 H.I. 36

12/6/79

ALLEN COUNTY HIGHWAY DEPARTMENT
ONE MAIN STREET
CITY-COUNTY BUILDING
FORT WAYNE, INDIANA 46802

TELEPHONE 219-423-7360-7369

DIRECTOR:
WILLIAM J. JONES

ENGINEERING:
KARL F. JOHNSON
EDWARD HEIDENREICH

November 30, 1979

Mr. Henry P. Wehrenberg,
Chairman, Board of Works
9th. Floor
City-County Building

Dear Mr. Wehrenberg:

This letter is intended to confirm our agreement of previous years where the city has maintained, during snow removal and ice control efforts, certain streets and roads that are under the jurisdiction of the county and also the county has done likewise for certain streets and roads that are under the jurisdiction of the city.

The roads involved are as follows:

COUNTY ROADS TO BE MAINTAINED BY THE CITY

1) St. Joe Road - from approximately Cantebury Boulevard to the St. Joe Center Road

2) Covington Road - between Ardmore Avenue and Freeman Street

3) Ardmore Avenue - between Engle Road and Covington Road

4) Illinois Road (formally S.R. #14) - approximately from Ansley Drive to I-69 interchange

CITY STREETS TO BE MAINTAINED BY THE COUNTY HIGHWAY DEPT.

1) Reed Road - between Lake Avenue and Trier Road

2) The Baer Field Throughway - from Bluffton Road (S.R. #1) west to the railroad

If agreeable, please indicate your approval by signing in the proper line, and keep a copy of this letter for your records which is already signed by myself, indicating our agreement with the above snow removal and ice control schedule.

Sincerely,

Henry P. Wehrenberg,
Board of Works

William J. Jones,
Highway Director

WJJ:js

35 37

68-149-48 H.I. 12/5/79

EMERGENCY RESOLUTION NO. 68-149-48

WHEREAS, a break occurred in the discharge line coming out of the lime sludge pump station located on the south side of the sludge lagoons; and

WHEREAS, the break is approximately 30' deep and does require immediate repair; and

WHEREAS, John Dehner, Inc.; Bercot, Inc.; T-G Excavating, Inc.; and Nobis Construction Company were requested to submit bids and only John Dehner, Inc. bid $19,000 and Nobis Construction Company bid $22,000:

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for the immediate repair of the discharge line coming out of the lime sludge pump station and orders City Utilities to issue a Purchase Order to John Dehner, Inc. in the amount of $19,000 and make said repair.

Approved this 5th day of December, 1979.

A true copy is incorporated herein.

Henry P. Wehrenberg

Mary P. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

3 37

Memorandum

To Board of Public Works Date 12/3/79

From Edmund A. Stanczak, Jr., General Superintendent, City Utilities

Subject Emergency Repair of the Lime Sludge Pump Station Discharge Line

COPIES TO:

Paul Brunner

A break occurred in the discharge line coming out of the lime sludge pump station located on the south side of the sludge lagoons. The break is approximately 30' deep and does require immediate repair. Dehner, Bercot, Earth, T & G and Nobis were contacted to effect the repair. Dehner quoted $19,000, Nobis $22,000 and the other three contractors were too busy to do the job. I therefore recommend the Board authorize Dehner Construction Company to begin immediate repair of the sludge line.

BOARD OF PUBLIC WORKS
RECEIVED
DEC 19

68-149-48

12/5/79

68-148-38. H.I
12/5/79

TRAFFIC LIGHT AGREEMENT

This Agreement entered into this 5th day of December, 1979, by and between Edward Rose of Indiana, an Indiana Limited Partnership, hereinafter referred to as "Developer" and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation hereinafter referred to as "City".

WHEREAS, Developer is constructing a garden apartment complex on the following described premises:

Part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 12 East, City of Fort Wayne, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southeast corner of the Southwest Quarter of said Northwest Quarter; thence N 01°-39' W (based on a bearing of S 42°-32' E for the centerline of Goshen Road and is used as the basis for the bearings in this description), on and along the East line of said Southwest Quarter, being also the centerline of Harris Road, 1330.6 feet to the Northeast corner of said Southwest Quarter; thence S 89°-00' W, on and along the North line of said Southwest Quarter, being established by an existing line fence and monuments found, 1256.8 feet to a point situated 60.0 feet East of the Northwest corner of said Southwest Quarter and being on the East line of an Indiana and Michigan Electric Company right-of-way, 60 feet in width; thence S 01°-35' E, on and along the East line of said right-of-way, being a line 60 feet (measured at right angles) East of and parallel to the West line of said Northwest Quarter as said West line is defined by the East right-of-line of the G. R. & I. Railroad, a distance of 1146.9 feet to the Northeasterly right-of-way line of Goshen Road; thence S 42°-32' E, on and along said Northeasterly right-of-way line, being a line 50.0 feet (measured at right angles) Northeasterly of and parallel to the centerline thereof, 14.1 feet; thence S 39°-30' E. continuing along said Northeasterly right-of-way line, 100.13 feet; thence S 42°-32' E. continuing along said Northeasterly right-of-way line, being a line 45.0 feet (measured at right angles) Northeasterly of and parallel to the centerline of said Goshen Road, 128.7 feet to the South line of said Northwest Quarter; thence N 88°-55' E, on and along said South line, being established by survey monuments found, 1103.2 feet to the point of beginning containing 38.114 acres of land, subject to legal right-of-way for Harris Road. CE ACO 8/22/79

WHEREAS, the intersection of Goshen Avenue and Harris Road as of this date does not warrant a traffic signal, and

WHEREAS, the Developer is required by the City to participate in the cost of signalizing the Goshen Avenue, Harris Road intersection in the event signalization is warranted within the time set forth herein, and

WHEREAS, the Developer has agreed to participate in the cost of signalizing the above-mentioned intersection if required by the City.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. The City shall conduct traffic studies as required to determine if signalization of the Harris Road, Goshen Avenue intersection is warranted.

2. If in the City's sole judgment signalization of said intersection is warranted before the termination of this agreement, as set forth herein, the Developer agrees to participate in the cost of a signal light and the construction of a southbound Harris Road left-turn lane. The Developer shall contribute a percent of the aforementioned improvements equal to the percent of southbound Harris Road traffic that is being contributed by the above mentioned garden apartment complex at the time signalization is determined necessary by the City. Provided, however, in no event shall the Developer's contribution exceed Twenty-five Thousand and No/100 Dollars ($25,000.00).

3. The Developer has provided the City with a Certificate of Deposit in the amount of Twenty-five Thousand and No/100 Dollars ($25,000.00) from the Indiana Bank & Trust Company of Fort Wayne, payable to the Chairman of the Board of Public Works and the City Controller, or their successors, which shall be used as the Developer's share of costs if signalization and/or construction of a southbound Harris Road left-turn lane are required. Developer shall receive all interest accrued on said Certificate of Deposit. The interest will be paid to the City by the Bank and the City shall forthwith after receipt pay such interest to the Developer.

4. The City shall refund to Developer the difference between the Twenty-five Thousand and No/100 Dollars ($25,000.00) and the Developer's actual share of the cost of the signalization and left-turn lane, such refund to be made promptly after the actual costs are determined.

5. The parties agree that six months after the City receives written notice from Developer that Developer has obtained the Occupancy Permit for the last building in its development this agreement shall automatically terminate; and in the event no written notice has been given Developer by the City prior to or during said six month period that signalization and/or construction of a southbound Harris Road left-turn lane has been determined by the City to be warranted the said Certificate of Deposit shall be cashed and the proceeds therefrom returned to the Developer. Notice referred to herein shall be given by Developer to the City Plan Commission of the City of Fort Wayne, with a copy to the Traffic Engineering Department of the City of Fort Wayne.

6. This agreement is accepted as a covenant which shall run with the above-described premises and all rights hereto shall be binding upon the parties hereto, their successors and assigns.

7. This agreement supercedes and makes void the Traffic Light Agreement dated October 12, 1977. The funds now held in escrow by the City shall be used for the purchase of the Certificate of Deposit herein described and all funds remaining including interest on funds held in escrow pursuant to the earlier Traffic Light Agreement shall be returned promptly to the Developer.

IN WITNESS WHEREOF, the parties have subscribed this Agreement this 5th day of December, 1979.

EDWARD ROSE OF INDIANA,
An Indiana Limited Partnership

By: Edward Ravitz
Edward Ravitz, Agent

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO) ss.

Personally came before me this 29th day of November, 1979, the above-named Edward Ravitz to me known to be the person who executed the foregoing instrument and acknowledged the same.

Glen C. Anderson
Notary Public

GLEN C. ANDERSON
Notary Public, Kalamazoo Co., Mich.
My Comm. Expires July 30, 1980

My Commission Expires:

_____

My County of Residence is: _____

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
_____, Chairman

ATTEST: Ursula Miller
Clerk

APPROVED FOR FORM AND LEGALITY:

_____
City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named Henry P. Wehrenberg, Chairman of the Board of Public Works, of the City of Fort Wayne and acknowledged the execution of the foregoing agreement for and on behalf of said Board and by its authority.

WITNESS my hand and Official Seal this 5th day of December, 1979.

Anne J. Fox
Notary Public

My Commission Expires:
3-6-80

My County of Residence is: Allen

This instrument prepared by William L. Sweet, Jr., Attorney, Fort Wayne, Allen County, Indiana.

239

68-148-35 H.L.
12/5/79

CONTRACT
CITY OF FORT WAYNE, INDIANA
CONTRACT NO. 68-148-35

AN AMENDMENT TO CITY OF FORT WAYNE, INDIANA, CONTRACT NO. 63-289-13

THIS AGREEMENT, made the 5th day of December, 1979, by and between NATIONAL SERV-ALL, INC., whose address is 6231 McBeth Road, Fort Wayne, Indiana, 46809, hereinafter called the "Contractor", and the CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, a municipal corporation, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner for the consideration stated herein, and pursuant to the provisions of paragraph number 21 of the general specifications, page SA-15, of that certain contract of the City of Fort Wayne, Indiana, number 63-289-13 and approved by the common council of the City of Fort Wayne, Indiana, as special Ordinance No. S-170-76, permitting the modification of said contract due to changed conditions, and necessitated by the excessive and unanticipated economic inflation; the Consumer Price Index now exceeding an annual increase of thirteen per cent (13%) per year and petroleum base fuel costs now exceeding an increase of forty per cent (40%) since January 1, 1979, do hereby agree and amend said basic contract as follows:

City of Fort Wayne, Indiana, contract number 63-289-13 at "ARTICLE II, THE CONTRACT PRICE", at page CA-1, is hereby amended, effective January 1, 1980, by amending the general specifications as follows: At page SA-12, paragraph 12, "CHANGE IN COST OF DOING BUSINESS" is hereby amended to read as follows:

12. CHANGE IN COST OF DOING BUSINESS

The compensation payable to the Contractor for the ~~second~~ fourth and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business as measured by fluctuations in the Consumer's

37 39

Price Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for "All Items" in the "U.S. City Average" category. At the start of the ~~second~~ year and every year thereafter, the compensation to the Contractor shall be increased or decreased in a percentage amount equal to .93 of the net percentage change in the said Consumer Price Index computed as follows: Beginning with the first month of the second year, the net change shall be the difference between the said Consumer's Price Index during the month immediately prior to the beginning of the ~~first~~ contract year and the last month of said year, and said percentage change shall be computed annually in like manner for each subsequent year of the contract.

R.E.B. REA HPW R.E.B. REA HPW R.E.B. REA HPW

Example of Computation:

Index Point Change

R.E.B. REA HPW

First month of ~~second~~ fourth year CPI - 138.9
Less first month of contract CPI - 132.7

Index point difference = 6.2

Percentage Change

Index difference divided by the index for the previous period:

$$\frac{138.9 - 132.7}{132.7} \times 100 = 4.67\%$$

Adjustment to Contract

.93 X 4.67% = 4.343%

In addition to the above adjustment, the following evaluation will be made.

R.E.B. REA HPW

Ten (10) days after the beginning of the ~~second~~ fourth and each subsequent contract year, a determination shall he made of the then existing status of the wage scale of regular drivers and laborers of the City Street Department. For each 1% of average rate change over or under the rate prevailing at bid time, the Contractor's yearly compensation shall be adjusted up or down by 3/4 of 1% of his total bid, effective at the beginning of each succeeding contract year. The wage rate at the time of bidding for fully qualified men with over 15 months' experience in the City Street Department of the City of Fort Wayne, Indiana, is $5.01 per hour for drivers and $4.74 per hour for laborers.

In addition to the above adjustments, the following

...onal evaluation will be made.

... (10) days after the beginning of each calendar month ... each contract year, a determination shall be made of ... existing direct fuel costs to the contractor, plus ... as the case may be, computed monthly, on all

239

changes in price since the beginning of the prior calendar month, for any such increase or decrease, the sum of 1.45% of the semi-monthly payment, by reason of increases or decreases in the cost of fuel for each .05 dollar per gallon change, shall be added to the contract compensation specified in paragraph 11.

Example of Computation:

Fuel cost 1-1-79 = $.380
Fuel cost 1-31-79 = .436

$.050 divided by .05 = 1.0

1.0 X .0145 X 78,145 (the semi-monthly payment) = $1,133.10

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

R.E.B.

G. Charles Walbridge
G. Charles Walbridge, Secretary-Treasurer, National Serv-All, Inc.

CITY OF FORT WAYNE, INDIANA

Robert E. Armstrong
Robert E. Armstrong, Mayor R.E.B.

BOARD OF PUBLIC WORKS

Henry D. Wehrenberg
Henry D. Wehrenberg, Chairman R.E.B.

Ethel H. LaMar
Ethel H. LaMar, Member

Max G. Scott
Max G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk/Executive Secretary

339

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 5th day of December, 1979, G. Charles Walbridge, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the purposes herein mentioned.

WITNESS my hand and Notarial Seal.

Joan M. Clark

Joan M. Clark
Notary Public
Resident of Allen County, Indiana

My Commission Expires:
10-28-82

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 5th day of December, 1979, Robert E. Armstrong, and also Henry P. Wehrenberg, Ethel H. LaMar, Max G. Scott and Ursual Miller, known to me to be the Mayor, the members of the Board of Public Works and the Clerk of said Board, respectively, of the City of Fort Wayne, Indiana, and acknowledged the foregoing agreement to be their voluntary act and deed of such Mayor, members of the Board of Public Works and Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal.

Notary Public
Resident of Allen County, Indiana

My Commission Expires:
3-6-80

Approved as to form and legality:

City Attorney

241

79- 36614

68-143-22 H.I
11/28/79

RESOLUTION No. 68-143-22

WHEREAS, the Board of Public Works has caused to be constructed the Tillman Park-Southtown Mall Lift Station Elimination Sanitary Sewer - Resolution No. 305, hereinafter referred to as "Sewer", and

WHEREAS, the total cost of construction of said "Sewer" is represented to be $150,179.19, and

WHEREAS, said "Sewer" outfalls into the St. Mary's Interceptor - Resolution No. 214, and

79 NOV 29 P 2:56 ALLEN COUNTY AUDITOR

WHEREAS, said St. Mary's Interceptor - Resolution No. 214 provides for an Area Connection of $442.73 per acre for an area containing the area served by said "Sewer", and

WHEREAS, the Fort Wayne Park Board and the Southtown Mall Development Company have contributed $58,750.00 and $39,087.13 respectively toward the construction of said "Sewer", and

NOW, THEREFORE, be it resolved by the Board of Public Works:

A local tap-in charge of $0.044139401 per square foot shall be due and payable to the City of Fort Wayne at the time of tap-in for all tracts lying within 200 feet of the said "Sewer" as shown in Exhibit "A", exclusive of all public and railroad rights-of-way. Said local charges shall be in addition to the Area Charge of $442.73 per acre due for the St. Mary's Interceptor.

Normal tap permit and monthly user charges shall be paid in addition to the above stated charges.

The specific local charges set forth in this resolution are as follows:

SPACE (SEE EXHIBIT "A")	OWNER	LOCAL TAP CHARCES	AREA CHARGE ST. MARY'S INT.	TOTAL CHARCE
1	KNIPSTEIN	$ 7,270.45	$1,674.13	$ 8,944.58
2	KNIPSTEIN	13,877.31	3,195.46	$17,072.77
3	ERICKSON	2,754.05	634.16	3,388.21
4	ELSTON	1,986.26	457.37	2,443.63
5	WERLINC	1,103.48	254.09	1,357.57
6A	SHANK	2,138.71	492.47	2,631.18
6B	SHANK	2,138.71	492.47	2,631.18
7	TODD	2,559.54	589.37	3,148.91
8	LOUDENSLACER	1,765.56	406.55	2,172.11
9	POEHLER	16,747.99	3,856.48	20,604.47

Call Ken - 7061

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The Board of Public Works reserves the right to adjust these charges for special conditions, but under no circumstances shall increase said charges.

All connection charges shall be paid prior to the time of connection.

ADOPTED THIS 28th day of November, 1979.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Henry P. Wehrenberg, Chairman

Ethel H. LaMar

Ethel H. LaMar, Member

Max G Scott

Max G Scott, Member

ATTEST

Ursula Miller

Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY

, Associate City Attorney

Subscribed and sworn to before me, a Notary Public in and for Allen County, State of Indiana, this 28th day of November, 1979.

Anne J. Fox

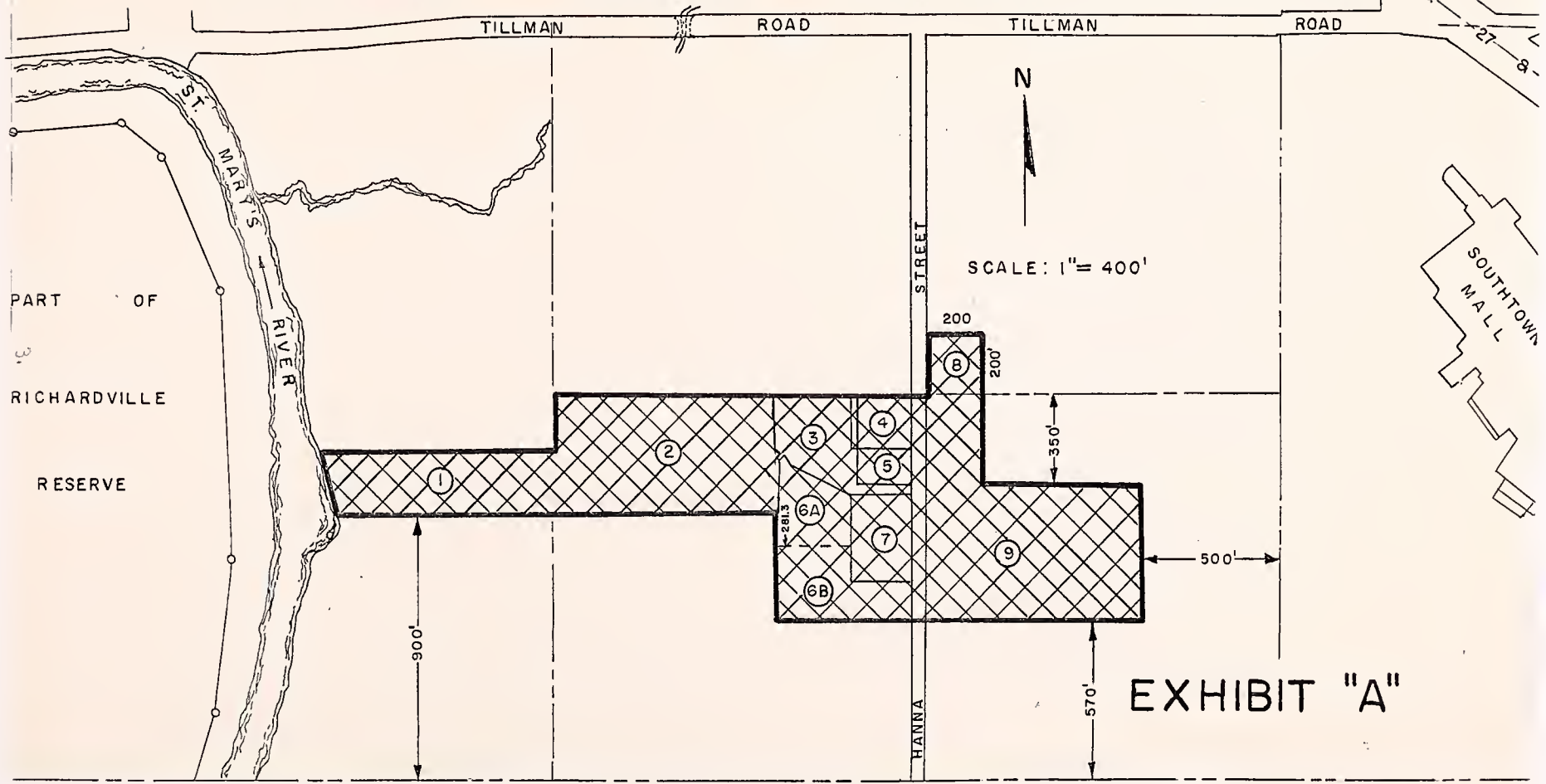
Notary Public Anne J Fox
A Resident of Allen County, Indiana

My Commission expires:

3-6-80

This document prepared by Philip R. Boller, P. E., Chief Water Pollution Control Engineer.

SERVICE AREA FOR
TILLMAN PARK - SOUTHTOWN MALL
LIFT STATION ELIMINATION SANITARY INTERCEPTOR



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Memorandum

file

To BOARD OF PUBLIC WORKS Date 12/7/79

From PHILIP R. BOLLER, P.E.

Subject TILLMAN PARK - SOUTHTOWN MALL SANITARY SEWER, RES. 305-78

COPIES TO:

BOARD OF PUBLIC WORKS
DEC 10 1979

NOTED

☐ H.P.W.
☐ E.H.L.
☐ M.G.S.

Date

Please find enclosed for your records the recorded original Resolution #68-143-22 for the recouping of City monies spent on the construction of subject project.

Please address any questions you might have to Ken Ferry of this department or the undersigned.

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/ds

enc.

68-142-21 H. I.
11/28/79

RESOLUTION NO. 68-142-21

WHEREAS, the Fort Wayne Water Pollution Control Utility has a facility located on property of the Consolidated Rail Corporation; and

WHEREAS, said railroad is willing to enter into a License Agreement with City whereby said railroad will permit facilities to be located on railroad property and whereby licensee will pay to railroad twelve hundred and fifty dollars ($1,250) as a preparation and/or consideration fee:

NOW, THEREFORE, the Board of Public Works, governing body of the Fort Wayne Water Pollution Control Utility, hereby authorizes said Board to enter into said agreement.

Approved this November 28, 1979.
A true copy is incorporated herein.

Henry P. Wehrenberg

Edd W. Rammel

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Clerk

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

C E R T I F I C A T I O N

I, Ursula Miller, the duly appointed and acting Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, hereby Certify that the attached copy of Resolution No. 68-142-21 is a true and correct copy of said Resolution as it appears in Minute Record Book 68, Page 142, Paragraph 21 of the Minute Record of Wednesday, November 28, 1979.

Ursula Miller

URSULA MILLER

Subscribed and sworn to before me a Notary Public this 29th day of November, 1979.

Anne J. Fox

ANNE J. FOX
RESIDENT OF ALLEN COUNTY, INDIANA

MY COMMISSION EXPIRES:

MARCH 6, 1980

443

68-142-20 4.I. 11/29/79

Resolution 68-142-20

WHEREAS, Indiana Gunite and Construction was awarded a contract in the amount of $52,710 for the repair and rehabilitation of the dikes along St. Joe Boulevard under Res. 5852-79, approved by City Council Ordinance S-193-79; and

WHEREAS, after construction was underway, it was discovered that additional quantities of material in the amount of $40,114 would be necessary to restore the dikes in a safe condition, and that an emergency existed to complete this work before the freezing winter and ensuing thaw; and

WHEREAS, the City Council appropriated $200,000 from 1979 Revenue Sharing Funds for dike repair and storm sewer repair # 402-134-480-4005;

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists to complete this dike repair immediately and hereby approves the balance of the repair and rehabilitation of this dike in the amount of $40,114 by Indiana Gunite and Construction Company to be paid from appropriation #402-134-480-4005.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

Attest:

Ursula Miller, Clerk

68-141-15 H.I.
11/28/79

STREET LIGHTING RESOLUTION

No. 139-79
Lofton Woods III

WHEREAS· The property owners of Lofton Woods III have petitioned for ornamental street lights and

WHEREAS: The Board of Public Works of the City of Fort Wayne Indiana. hereby deems it necessary to light Lofton Woods III more specifically defined as Landover Place, Highgate Place and Duprey Drive from the south property lines of lots 86 and 160 Lofton Woods Addition to the north property lines of lots 188 and 58 Lofton Woods Addition. all in accordance with the drawing and specification on file in the office of the Department of Public Work of said City and is now ordered pursuant to I. C. 19-5-24-1 and 10.

THEREFORE: Be it resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that a maximum cost of $11 146.69 plus the hourly charge for additional boring under driveways be assessed upon Village Two Inc. the developer of Lofton Woods Addition. The balance of the project cost shall be assessed evenly per lot upon the real estate abutting the above described streets. This project shall be financed as provided for in I. C. 18-6-5-29.5 commonly known as the Barrett Law Revolving Improvement Fund. Assessments if deferred are to be paid in ten (10) equal installments, with interest at the rate of seven percent (7%) per annum. All proceedings and any work done in said lighting assessment of property, collection of assessments, and isuance of bonds therefor, shall be provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 28th day of November 1979.

BOARD OF PUBLIC WORKS

Henry P. Uhlenberg

Edward W. LaMont

Mary G. Scott

Attest Ursula Miller
Clerk

City Paid

68-140-12 11/28/79

STORM SEWER IMPROVEMENT RESOLUTION

No. 5857 - 79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ construct Storm Sewer on North Washington Road R/W a distance of 76± feet south to an existing easement on the south side of Lot #7 of North Washington Place Addition and continuing along said easement a distance of 125± feet to existing R/W of Lough Nest and 50± feet to an existing inlet on Lough Nest.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne.

Adopted, this 28 *day of* November, 1979

ATTEST:

Ursula Miller
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Henry P. Wilkenberg
Edward LaMar
Mary G. Scott

CALHOUN PRESS

68-138-20 H.I. 11/21/79

STREET LIGHTING RESOLUTION

No. 138-79

Schaper Drive

WHEREAS The property owners on Schaper Drive have petitioned for ornamental street lights from Maple Grove to Woodsdale:

NOW THEREFORE: The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to light Schaper Drive from Maple Grove to Woodsdale, all in accordance with the drawing and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10

A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of seven (7%) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I. C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled acts and all amendments thereto and suplemental thereof.

Adopted, this 21st day of November 1979.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Edward D. LaMar

Attest:

Ursula Miller

Clerk

68-133-28 H.I.
11/19/79

RESOLUTION NO. 68-133-28

WHEREAS, the Board of Public Works has heretofore apropriated and encumbered Local Road and Street funds for the City's share of the cost of construction of the FAIRFIELD - EWING - WELLS STREET BRIDGE; and

WHEREAS, the City must provide funds for the Railroad Force Account in the amount of $119,087 for the same project:

NOW, THEREFORE, the Board of Public Works hereby apropriates and encumbers 1979 and 1980 Local Road and Street funds in the amount of $119,087 for said Railroad Force Account for the FAIRFIELD - EWING - WELLS STREET BRIDGE project.

Aporoved this 19th day of November, 1979.

A true copy is incorporated herein.

Henry P. Wehrenberg

Edward W. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

79- 35786

NOTICE OF WATER MAIN EXTENSION 68-133-22 H.I 11/9/79

Contract No. 7612 Work Order No. 63315 Board Order No. 30-76

TO WHOM IT MAY CONCERN

WHEREAS, the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, acting by and through the Mayor and the BOARD OF PUBLIC WORKS, has extended 1775 ± LF 6" Water Main along Decatur Road from Hawthorne Street to Avondale Drive and WHEREAS, said water main extension abutts or affects the following described property, to-wit:

South 50 feet of lot #2, lots #3 thru 13 in Griffit Acre Addition; lots #4, 12, 13, and south 45 feet of lot #11 in Southwood Heights Addition; lots #52 thru 57, and 75 thru 85 in Hiron's Addition; the properties located on the east side of and adjacent to Decatur Road from the south boundary line of Hiron's Addition southwardly 425.71 feet, all located in Section 24, Township 30 North, Range 12 East (Wayne Township), in Allen County, Indiana.

Notice is, therefore, hereby given that in the event the owner of any of the above described property should, in the future, desire to have a service connection tap made into this water main within 15 years of the date of recording this "NOTICE", the said owner shall apply to the WATER UTILITY for a permit to tap the above said water main and shall be required to pay to said WATER UTILITY, his share of the installation cost in addition to the regular tapping fee, which share shall be $9.23 for each foot of frontage served by said main for the property described above, as owned by said applicant, where such property is residential type use and $10.20 for each foot of frontage for all other types of use. The above cost for each foot of frontage of property shall be chargeable to the respective property from the date of filing of this NOTICE, and said cost is based on the cost of installing a six inch (6") water main. Monies collected shall be retained by the UTILITY as partial reimbursement of the costs advanced by the UTILITY for the construction of said water main.

Said water main, connections and fittings, hereinreferred to, are a part of the water works system of the said UTILITY of said City, and all rights, title and interest whatsoevery, shall at all times be and remain in the City of Fort Wayne, Indiana.

11/19/79
Date

ATTEST:
Ursula Miller
Ursula Miller

APPROVED AS TO FORM & LEGALITY:
Larry J. Burke, Assoc. City Attorney

Prepared by D. L. Foland, P.E.
Chief Water Engineer

FORT WAYNE WATER UTILITY

By: Robert E. Armstrong
Robert E. Armstrong, its Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By: Ethel H. LaMar
Ethel H. LaMar, Member

By: _____
Max G Scott, Member

RECORDED
NOV 21 1979
ALLEN COUNTY RECORDER
7:59

DULY ENTERED FOR TAXATION
NOV21 1979
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

WECONT
JOB F (I)
FROM FF #6

INSTRUMENT # 10,337

Page 1 of 2

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NOTICE OF WATER MAIN EXTENSION

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 19th day of November, 197_, personally appeared the within named ROBERT E. ARMSTRONG, Mayor of the City of Fort Wayne; HENRY P. WEHRENBERG, ETHEL H. LAMAR, and MAX G SCOTT, members of the Board of Public Works, City of Fort Wayne, Indiana; and URSULA MILLER, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Anne J. Fox

Anne J. Fox

My Commission Expires:

3/6/80

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79- 39033

68-133-21 H.I. 11/19/79.

5-219-79
12/11/79

DEC 26 1979

Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

AGREEMENT

FOR

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 19th day of November 1979 by and between BROTHERHOOD MUTUAL INSURANCE COMPANY, an Indiana Corporation, hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

WITNESSETH:

79 DEC 26 P 3:39

ALLEN COUNTY

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Sanitary Sewer Extension

Commencing at an existing manhole in Racket Drive and approximately the north-south centerline of the S.E. 1/4 Section No. 14 Washington Township; thence, North in and along a proposed 14 foot easement a distance of 1373± feet terminating at proposed manhole number six.

Sanitary Lateral I

Commencing at a proposed manhole #4 on the above mentioned sewer; thence westerly in and along a proposed 14 foot Easement a distance of 391± feet terminating at a proposed manhole.

Said sewers to be 12" and 10" in diameter.

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City and known as BROTHERHOOD PLACE - LUDWIG ROAD SANITARY SEWER which plans specifications, profiles are by reference incorporated herein and, made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also in adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be $58,350.00 composed of $56,500.00 for construction costs; $1,850.00 for engineering services; and $00.00 for legal fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

DULY ENTERED FOR TAXATION
DEC 26 1979
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and

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located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate:

> The east one-half of the following described real estate to wit Part of the Northwest quarter of the Southeast quarter of Section 14, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:
>
> Commencing at a point on the center line of the Washington Center Road; thence northerly 1327 feet to the point of beginning; thence continuing northerly 1330.1 feet to a point said point being the center line of the Ludwig Road, said point also being the east-west half section line; thence turning an interior angle of 89 degrees 46 minutes and going easterly, along the center line of the Ludwig Road and along the east-west half section line, 1284.7 feet to a point; said point being on the north-south quarter section line; thence turning an interior angle of 90 degrees 34 minutes and going in a southerly direction along the north-south quarter section line, 1330.3 feet to a point, said point being on the east-west quarter section line; thence westerly, along the east-west quarter quarter section line, 1293.4 feet to the point of beginning. Except the north ten feet of the above described tract. Containing 39.08 acres of land more or less.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are

customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION FEES

An area connection charge of $300.00 per acre must be paid to City at the time of connection. This area connection charge represents the oversizing cost expended by City for the sewer lines in Merchandise Place, Interstate Industrial Park and Spy Run Interceptor as recorded in Board of Public Works Minute Record 51-298-5 adopted 3-14-68.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitaton or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Anno. I.C. 19-2-7-16, 17 and 18.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate

described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of delivery of any such instruments from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation of City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly

appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

BROTHERHOOD MUTUAL INSURANCE COMPANY
DEVELOPER

Paul A. Steiner
President

Secretary

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G. Scott
Max G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

Larry L. Rinker
Associate City Attorney

149

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul A. Steiner, President R. L. Sumney, Secretary, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 6th day of November, 1979.

Alice M Knepp
Notary Public
Resident of Allen County, Indiana

Alice M. Knepp

My Commission Expires:
May 30, 1980

This Instrument Prepared by P. R. Boller, P. E.
Chief Water Pollution Control Engineer

68-132-20 11/19/79 H.I.

RESOLUTION OF GOVERNING BODY OF APPLICATION

NO. 68-132-20

A resolution of the Board of Public Works of the City of Fort Wayne (herein after called the Municipality) authorizing the filing of an application with both the State and Federal Governmental Agencies to obtain financial grants in both the preparation of detailed plans and specifications (Step II) and the construction cost (Step III) for each of the nine (9) designated Facility Plans which appear in the Municipalities "Master Sewer Systems Plan of Study".

WHEREAS, Chapter 397, Acts of the 1969 Indiana General Assembly provides financial aid for sewage works projects, and

WHEREAS, the Federal Water Pollution Control Act, 1972 and amendments thereto, provide financial aid for sewage works projects, and

WHEREAS, the Municipality did accept both a State and Federal "Sewage Works Grant No. C-180599-01" to prepare a "Master Sewer System Facility Plan", and

WHEREAS, the Municipality fully intends to proceed with the recommendations within each of these nine (9) Facility Plans upon the receipt of financial grants from both the State and Federal Agencies, and

WHEREAS, the Municipality is dedicated to implementation of the objectives of the Federal Water Pollution Control Act as amended which is to both restore and maintain the chemical, physical and biological intergrity of our Nation's waters.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works, the governing body of said Municipality, the following:

(1) That the Chairman of the Board of Public Works, Henry P. Wehrenberg, be authorized to make applications for both State and Federal Grants and provide the Indiana Stream Pollution Control Board such information, data and documents pertaining to the application for the Grants as may be required, and otherwise act as the authorized representative of the

Municipality in connection with the said application, and

(2) That the Municipality agrees that if both a State and Federal Grant is received for any one (1) of the nine (9) Facility Plans pursuant to the Federal Water Pollution Gontrol Act, as amended, and Chapter 397, Acts of 1969 Indiana General Assembly, they will pay the remaining balance of any costs within the approved Grant, and

(3) That all statements, data and supporting documents made or submitted by the Municipality in connection with any application for a Federal Grant for any of the nine (9) Facility Plans is to be deemed a part of the application for a State Grant, and

(4) That the Municipality agrees to comply with the requirements of the Indiana Stream Pollution Control Board of the State of Indiana, and

(5) That a certification of the adoption of this resolution by the Municipality will accompany any application submitted for State and Federal Grants for each of the nine (9) Facility Plans.

BOARD OF PUBLIC WORKS
GITY OF FORT WAYNE, INDIANA

Henry F. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Glerk

STATE OF INDIANA)
) ss:
COUNTY OF ALLEN)

CERTIFICATION OF ADOPTION OF A
RESOLUTION BY BOARD OF PUBLIC WORKS,
CITY OF FORT WAYNE, INDIANA
(RESOLUTION NO. 68-132-20)

Ursula Miller, being duly sworn upon her oath, deposes and says: That she is the duly appointed and presently acting Clerk of the Board of Public Wroks of the City of Fort Wayne, Indiana, and as such Clerk she has supervision and control of the Minute Books of said Board of Public Works of the City of Fort Wayne, Indiana.

That as such Clerk, she does hereby certify that the following is a true and exact copy of a Resolution adopted by the Board of Public Works of the City of Fort Wayne, Indiana, on the 19th day of November, 1979, which Resolution was adopted by said Board of Public Works at a regular meeting at which time the three (3) members were present during the conduct of said meeting and at the time of adoption of the Resolution herein certified to; that said Resolution, as adopted, appears in Minute Record Book 68, Page 132, Paragraph 20, of the Minute Records of said Board of Public Works.

The undersigned does further certify that the said Henry P. Wehrenberg, Ethel H. LaMar, and Max G Scott, whose names appear at the bottom of said Resolution, are each duly appointed members of said Board of Public Works of the City of Fort Wayne, Indiana, and were such upon the date of the adoption of said Resolution hereby certified to.

Ursula Miller

Ursula Miller, Clerk
Board of Public Works of the
City of Fort Wayne, Indiana

Subscribed and sworn to before me, this 19th day of November, 1979.

Anne J. Fox

ANNE J. FOX, Notary Public
Resident of Allen County

My Commission Expires: 3/6/80

49 51

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

Mail tax bills to:

NOV 16 1979

☐ H.P.W.

☐ M.G.S.

68-131-16 H.I. 11/19/79

CORPORATE DEED

79- 34484

THIS INDENTURE WITNESSETH, That FORT WAYNE COMMUNITY SCHOOLS,

Date

("Grantor"), a school corporation organized and existing under the laws of the State of Indiana, CONVEYS AND WARRANTS — ~~RELEASES AND QUIT CLAIMS~~ (strike one) to The City of Fort Wayne, of Allen County, in the State of Indiana, in consideration of Ten Dollars ($10.00) and other valuable consideration the receipt of which is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana, to-wit:

Lots 212, 213, 214, 215, 216, 217, 218, 246, and the North 3 feet of Lot 247, in Hamilton's Fourth Addition to the City of Fort Wayne, according to the recorded plat thereof.

Subject to all easements, restrictions and limitations of record, and to all applicable zoning ordinances.

Grantor certifies that there is no Gross Income Tax due and owing to the State of Indiana by reason of this conveyance.

79 NOV 8 AM 11:45

Virginia X. Boyle
ALLEN COUNTY RECORDER

DULY ENTERED FOR TAXATION
NOV 8 1979
Gloria J. Geuglein
AUDITOR OF ALLEN COUNTY

The undersigned person(s) executing this deed represent(s) and certify (certifies) on behalf of the Grantor, that (each of) the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 31st day of October, 19 79

FORT WAYNE COMMUNITY SCHOOLS,
an Indiana School Corporation
(Name of Corporation)

By Shirley A. Weissert
Shirley A. Weissert, President
(Printed Name, and Office)

By Sharon S. Michael
Sharon S. Michael, Secretary
(Printed Name, and Office)

STATE OF INDIANA
COUNTY OF ALLEN } SS:

Before me, a Notary Public in and for said County and State, personally appeared Shirley A. Weissert and Sharon S. Michael the President and Secretary, respectively of Fort Wayne Community Schools, who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 31st day of October 1979.

My Commission Expires: 12-26-81

Resident of Allen County

Signature E. Jean Brumbaugh

Printed E. JEAN BRUMBAUGH, Notary Public

This instrument prepared by Wayne L. Witmer, Attorney at Law.

Mail to: Board of Public Works
Rm. 920 City-County Bldg.
Ft. Wayne

INSTRUMENT M 9903

2.50 cash

COPYRIGHT ALLEN COUNTY INDIANA BAR ASSOCIATION REVISED JUNE 1978

68-128-56 H.I. 11/14/79

RESOLUTION NO. 68-128-56

WHEREAS, the Board of Public Works issued a Purchase Order 4-05208 in amount of $3,793.50 to Robert Houser for repair of pavement in vicinity of 2606 Prairie Grove Avenue; and

WHEREAS, after work was commenced it was discovered that additional deterioration had occurred in this area and Street Engineering advised that additional work must be done in the amount of $6,090.00; and

WHEREAS, an Emergency exists for the repair of this street:

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists for completing this street repair and orders a Purchase Order issued to Robert Houser in the additional amount of $6,090.00.

Henry P. Wehrenberg
Edward W. LaMont
Mary J. Scott
BOARD OF PUBLIC WORKS

Approved and adopted this
14th day of November, 1979.
A true cooy is incorporated herein.

ATTEST:

Ursula Miller
Clerk

Memorandum

To Board of Works Date November 5, 1979

From Kenneth N. Traylor

Subject 2606 Prairie Grove - Pavement Restoration - P.O. 4-05208

COPIES TO:

Please be advised that additional pavement in the vicinity of 2606 Prairie Grove has deteriorated and is in major need of repair far in excess of the work outlined in the present purchase order issued to Mr. Bob Houser for pavement work at this same location.

Mr. Houser has quoted the following for the additional work:

165	S.Y.	Pavement Removal @ $10.00	$1,650.00
165	S.Y.	New 8" Pavement @ $20.70	3,415.50
18	Ton	#53 Crushed Stone @ $8.50	153.00
3	Ton	Top Soil @ $13.00	39.00
45	S.Y.	Seed, Mulch & Fertilizer @ $6.50	292.50
2700	S.Y.	Epoxy "75" @ .20	540.00
		TOTAL INCREASE	$6,090.00
		Original P.O.	3,793.50
		Total	$9,883.50

Request the Board approve this expenditure as an emergency repair and issue a purchase order to Mr. Houser in the amount of $6,090.00.

Kenneth N. Traylor

Kenneth N. Traylor

KNT:ms

NOTED

☐ H.P.W.

Date

BOARD OF PUBLIC WORKS

NOV 07 1979

53

file copy
completed per Exhibit 11/20/79

68-127-47 11/14/79

NOTICE OF WATER MAIN EXTENSION

Contract No. 76-XP-3 Work Order No. 63252 Board Order No. 121-76

TO WHOM IT MAY CONCERN

WHEREAS, the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, acting by and through the Mayor and the BOARD OF PUBLIC WORKS, has extended 4200 ± LF 24" and 100 ± LF 12" Water Main along Paramount Road and Washington Center Road at the following described locations: On Paramount Road, Washington Center Road, and in an easement North of Interstate Highway 69, from North of Progress Road to State Highway #3, and WHEREAS, said water main extension abutts or affects the following described property, to-wit:

Lots #1, 2, 3 and 4 in Kahn's Suburban Addition; the property located on the south side of and adjacent to Washington Center Road from a point 250 feet west of the north-south centerline of Section 22, eastward to the west right-of-way line of the Lima Road (State Highway #3); and on the south and westerly side of and adjacent to vacated right-of-way previously known as Paramount Road from a point 140 feet east of the north-south centerline of Section 22, south eastward 1720 feet, all located in Sections 15 and/or 22 in Township 31 North, Range 12 East (Washington Township), in Allen County, Indiana.

Notice is, therefore, hereby given that in the event the owner of any of the above described property should, in the future, desire to have a service connection tap made into this water main within 15 years of the date of recording this "NOTICE", the said owner shall apply to the WATER UTILITY for a permit to tap the above said water main and shall be required to pay to said WATER UTILITY, his share of the installation cost in addition to the regular tapping fee, which share shall be $9.23 for each foot of frontage served by said main for the property described above, as owned by said applicant, where such property is residential type use and $10.20 for each foot of frontage for all other types of use. The above cost for each foot of frontage of property shall be chargeable to the respective property from the date of filing of this NOTICE, and said cost is based on the cost of installing a six inch (6") or eight inch (8") water main, respectively. Monies so collected shall be retained by the UTILITY as partial reimbursement of the costs advanced by the UTILITY for the construction of said water main.

Said water main, connections and fittings, hereinreferred to, are a part of the water works system of the said UTILITY of said City, and all rights, title and interest whatsoevery, shall at all times be and remain in the City of Fort Wayne, Indiana.

11/14/79
Date

FORT WAYNE WATER UTILITY

By: Robert E. Armstrong
Robert E. Armstrong, its Mayor

ATTEST:
Ursula Miller
Ursula Miller

BOARD OF PUBLIC WORKS

APPROVED AS TO FORM & LEGALITY:
Larry J. Burke

By: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Larry J. Burke, Assoc. City Attorney

By: Ethel W. LaMar
Ethel H. LaMar, Member

Prepared by D. L. Foland, P.E.
Chief Water Engineer
WECONT, JOB E (I)

By: Max G Scott
Max G Scott, Member

53

NOTICE OF WATER MAIN EXTENSION

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 14th day of November, 1979, personally appeared the within named ROBERT E. ARMSTRONG, Mayor of the City of Fort Wayne; HENRY P. WEHRENBERG, ETHEL H. LAMAR, and MAX G SCOTT, members of the Board of Public Works, City of Fort Wayne, Indiana; and URSULA MILLER, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Anne J. Fox

ANNE J. FOX, Notary Public

Resident of Allen County, Indiana

My Commission Expires:

3/6/80

53

Memorandum

To Board of Public Works Date 10-22-79

From D. L. Foland, P.E. Chief Water Engineer, WATER ENGINEERING DEPT.

Subject Paramount - Wash. Ctr. Rd. Feeder Main, Contract #76-XP-3,B.O.#121-76

COPIES TO:

BOARD OF PUBLIC WORKS
OCT 2 3 1979

Subject water main has been pressure-tested, disinfected and placed in service. Final inspection reveals area to be in satisfactory condition. Maintenance bond is on file and the completion affidavit is attached. We recommend a letter of acceptance be issued by the Board.

Also attached is the original of the "Notice of Water Main Extension." Please execute same and return to this office so that we can have it recorded. We will return the original document for your files.

DLF/BR/rcw
Attach: Completion Affidavit
Notice of Main Extension

NOTED
☐ H.P.W.
☐ E.H.L.
☐ M.G.S.
Date

68-127-47
11/14/79

65-126-46
11/14/79

AGREEMENT FOR PROFESSIONAL SERVICES 68-125-33 H.I. 11/14/79

This Agreement made the 14th day of November, in the year 1979, by and between the City of Fort Wayne, Indiana hereinafter called the Owner, and Butler, Fairman and Seufert, Incorporated, hereinafter called the Engineer, witnesseth that whereas, the Owner intends to retain the Engineer for the following:

Preparation of a Design Study Report for the Hobson Road portion of the St. Joe Road - Hobson Road construction project.

Now therefore, the Owner and the Engineer, for the consideration hereinafter named, agree as follows:

BASIC SERVICES:

The Engineer agrees to perform for the Owner, the following engineering services that may be required namely:

1. Consult with Owner to discuss the project named above.
2. Consult with any and all governmental agencies necessary in order to complete the project named above.
3. Furnish all plans and documents necessary for the completion of this project. The term project includes the design phase only, unless the Engineer is employed to perform construction inspection services.
4. The Engineer shall assist the Owner in the taking of construction bids and the awarding of construction contracts, however, the Engineer does not guarantee the performance of the Contractor.

The Owner agrees to pay the Engineer as follows:

Principals	$50.00 per hour
Supervising Engineers	$45.00 per hour
Engineers	$35.00 per hour
Senior Staff Members	$30.00 per hour
Planners	$28.00 per hour
Field Personnel	$25.00 per hour
Engineer's Assistants	$25.00 per hour
Supporting Personnel	$20.00 per hour
Clerical	$15.00 per hour

The above hourly rates include travel, taxes, supplies, testing equipment, overhead, profit and other regular expenses incidental to the work. Payment shall be made by the Owner to the Engineer each month as the work progresses.

It is mutually understood and agreed, by the parties hereto, that the hourly rate schedule for services herein stated shall be in effect for a period of one year from the date of the execution of this agreement. These hourly rates shall be reviewed at the end of that one year period and every year thereafter. Adjustments may be made as required, to reflect increased costs for rendering the services herein described.

If the Owner shall abandon or delay the services herein described, then, the Owner shall compensate the Engineer for services rendered to date. Such compensation to be based on the hourly schedule of charges herein set forth.

If the Owner shall direct or cause the Engineer to relocate or redesign the project, or any part thereof, then the Owner agrees to compensate the Engineer at the hourly rates herein set forth, in connection with such relocation or redesign of the project.

The Owner further agrees to compensate the Engineer, in addition to the fees for services heretofore described, in accordance with the hourly rate schedule given above for all additional services required in connection with the preparation of studies, reports, statements or personal appearances which may be required by Local, State or Federal agencies relative to present or future environmental policies and laws.

Any change in standards, design criteria or other requirements by governmental units having jurisdiction over the contracted project, which requires changes by the Engineer in the plans, shall be paid for by the Owner at the aforementioned hourly rates.

The Engineer shall, on behalf of the Owner, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the Owner.

It is expressly understood by the parties hereto that this agreement shall not be in effect unless and until funds shall have been duly appropriated to cover the cost of the services provided for in this agreement.

The Owner and Engineer hereby agree to the full performance of the covenants contained herein.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

OWNER

Henry P. Wehrenberg

Edwin W. Lamm

Mary G. Scott

ATTEST: Ursula Miller

11/14/79

ENGINEER
Butler, Fairman and Seufert,
Incorporated

By: Clifford E. Seufert SEF

Clifford E. Seufert
Executive Vice President

68-125-33 H.I.
11/14/79

Butler Fairman and Seufert Inc.

ENGINEERS

9850 MICHIGAN ROAD
CARMEL, INDIANA 46032
317 / 873-4515

NEO R. FAIRMAN, President
JAY T. FAIRMAN, Secretary-Treasurer
CLIFFORD E. SEUFERT, P.E., L.S., Exec. Vice-Pres.

November 9, 1979

Mr. Kenneth N. Traylor, P.E.
Street Engineer for the City of Ft. Wayne
Room 740, City-County Building
1 Main Street
Ft. Wayne, Indiana 46802

Re: Design Study Report for Hobson Road

Dear Ken:

Transmitted herewith in two copies is an hourly contract providing a basis for our firm to prepare the Design Study Report for the subject project. Please return one signed copy after execution.

We anticipate costs to you as a result of this work would not exceed $1,000. for the first submittal. Ordinarily only one submittal is required, so hopefully these costs will stay in this area. If additional work is required due to vagaries of the review procedure, the Contract provides a basis for further work.

If you have questions concerning this matter, please contact our office. Thanks for this opportunity to work with you.

Very truly yours,
BUTLER, FAIRMAN and SEUFERT, INC.

Clifford E. Seufert JTF

Clifford E. Seufert

CES:nw
Enclosures

APPROVED K N Traylor
CITY ENGINEERING DEPT.
DATE 11/14/79

RECEIVED
NOV 13 1979
STREET ENGINEERING DEPARTMENT

VICE PRESIDENTS.
FRED C. BURGNER, JAMES A. HAMILTON, P.E., SAMUEL L. MOORE, P.E., ROBERT L. SMITH, P.E., NELSON G. STEELE

68-119-14 H.I.
11/5/79

RESOLUTION NO. 68-119-14

WHEREAS, the current Street Light Maintenance Contract with T & F Construction Company was extended to November 4, 1979; and

WHEREAS, the Board of Public Works has ordered the Street Light Engineering Department to prepare bid documents for a new contract:

NOW, THEREFORE, the Board of Public Works hereby extends the expiration date of the present contract to January 31, 1980 or the date upon which the newly bid contract becomes legal and binding, whichever date comes first.

Henry P. Wilkenberg
Edward W. LaMay
Mary G. Scott
BOARD OF PUBLIC WORKS

Approved and adopted this 5th day of November, 1979.

A true copy is incorporated herein.

ATTEST:

Ursula Miller
Clerk

APPROVED AND AGREED TO BY T & F CONSTRUCTION COMPANY THIS 27TH DAY OF NOVEMBER, 1979.

By: J. L. Taber PRESIDENT
T & F CONSTRUCTION COMPANY

68-119-13 H.I.
11/5/79

RESOLUTION NO. 68-119-13

WHEREAS, the City of Fort Wayne, Indiana, by and through its Board of Public Works and the County of Allen, by and through its Board of Commissioners, have entered into an agreement for the construction of the Fairfield - Ewing - Wells Street bridge; and

WHEREAS, the cost to the City of Fort Wayne will not exceed $867,953.43; and

WHEREAS, said money will be expended from the Local Road and Street Account 402-338-338-4307:

NOW, THEREFORE, the Board of Public Works hereby allocates, appropriates and encumbers 1979 and 1980 Local Road and Street Account funds to Account 402-338-338-4307 in an amount sufficient to pay for City's share of said bridge construction in amount of $867,953.43.

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

Approved: November 5, 1979
A true copy is incorporated herein.

ATTEST:

Ursula Miller
Ursula Miller, Clerk

57

City Paid
B.O. 12579

68-113-15 H.I.
10/29/79

SEWER IMPROVEMENT RESOLUTION 309-79

HARBER DITCH - SANITARY INTERCEPTOR

Resolved by the Board of Public Works of the City of Fort Wayne that the construction of a sanitary intercepter in:

Part of E ½ Section 4, T29N R12E, part of W ½ Section 3, T29N, R12E, Part of W ½ Section 10, T29N, R12E, a small segment of NW ¼ Sec. 15, T29N, R12E, Part of E ½ Sec. 16, T19N, R12E and a small segment of NE ¼, Sec. 21, T29N, R12E; which from its size and character is intended not only to be used by adjacent property owners but also for future extension.

Sanitary Interceptor Description

Beginning at an existing manhole located 2050± L.F. west of and 1700± L.F. north of the SE corner of the NE ¼ Section 4, T29N, R12E; thence southwesterly 1400± L.F. along Harber Ditch; thence southeasterly 2600± L.F. along Harber Ditch through Brookwood Golf Club; thence east 150± L.F. across Bluffton Road (State Rd. #1), said crossing being 1400± L.F. north of Ferguson Road; thence south 500± L.F. along Bluffton Road; thence southeasterly along Harber Ditch 2300± L.F.; thence south 3500± L.F. along a fence row; thence west along a fence row 800± L.F.; thence southwesterly 4100± L.F. along Harber Ditch; thence Southeasterly 3400± L.F. along Harber Ditch; thence east 300± L.F. to Pleasant Township School the place of terminus.

Said Sewer shall be 27", 24", and 21" in diameter, with all appurtenances to be constructed in accordance with plans, profiles, special details and specifications now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana and shall be used for sanitary purposes only.

All work done in the making of the aformentioned public improvement shall be in accordance with the terms and conditions of the resolution aforemenioned and the plans, profiles and specification now on file in the office of the

57

Board of Public Works of said City.

The total cost of said sewer shall be paid by the City out of Sewer Utility Funds. These monies will be recouped through area-connection fees to be set at a later date.

Adopted this 29th day of October, 1979.

Board of Public Works

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

Attest:

Ursula Miller, Clerk

68-109-19 H.I. 10/24/79

RESOLUTION NO. 6B-109-19

WHEREAS, the Board of Public Works has received a Request to Transfer title to "BROADWAY BLOCK" property, Tract Three to Fort Wayne Redevelopment Commission, and

WHEREAS, the Board of Public Works had originally received title of Tract Three of Broadway Block real estate,

NOW, THEREFORE, the Board of Public Works resolves to transfer title of Tract Three bounded by Broadway, Wilt, Lavina and Van Buren Streets commonly known as "BROADWAY BLOCK" to the Fort Wayne Redevelopment Commission.

Apooroved this October 24, 1979.

A true copy is incorporated herein.

Henry P. Wiltenberg

Edward D. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

59

68-104-17 H.I. 10/22/79

79- 31775

QUITCLAIM DEED

THIS INDENTURE WITNESSETH that the State of Indiana, in consideration of the sum of One Hundred Ten Dollars ($110.00), the receipt of which is hereby acknowledged, hereby quitclaims to The City of Fort Wayne - City Utilities, of Allen County, Indiana, the following described real estate situated in Allen County, State of Indiana, to wit:

79 OCT 15 P 3:08

((Project U 724(5), Parcel no. 65))

A part of the West Half of Section 8, Township 30 North, Range 13 East, Allen County, Indiana, described as follows:

Beginning at an iron pin on the north right of way line of the New York, Chicago, and St. Louis Railroad North 66 degrees 14 minutes West 118.3 feet from the intersection of said right of way and the north and south center line of said section; thence North 66 degrees 14 minutes West 120.5 feet along said right of way to an iron pin; thence North 2 degrees 30 minutes East 135.4 feet parallel to said center line to an iron pin; thence South 87 degrees 30 minutes East 112.3 feet to the west boundary of U.S.R. 30; thence South 2 degrees 30 minutes West 179.1 feet along said boundary to the point of beginning and containing 0.405 acres, more or less.

Excepting and reserving unto the State of Indiana any and all rights of ingress to and egress from the land herein conveyed over and across the 120.5 foot line thereof. It is the purpose of this exception and reservation to provide that no easement of access shall attach or be appurtenant to the real estate herein conveyed by reason of the fact that the same abuts upon U.S.R.30, a limited access facility.

DULY ENTERED FOR TAXATION
OCT 15 1979
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

INSTRUMENT M 8831

Coal Ken - #9061

6 50 Cpy

WHEREAS, the grantor in this instrument is the State of Indiana, no gross income tax shall accrue; and

WHEREAS, the fee simple title to the real estate hereinabove described was acquired by the State of Indiana through the Indiana State Highway Commission in the acquisition of real estate for Project U 724(5), Parcel 65, and properly recorded in the office of the Recorder of Allen County, State of Indiana; and

WHEREAS, the Indiana State Highway Commission by appropriate resolution, has determined that the above described real estate will not be needed for highway purpose or purposes incidental thereto within a reasonable time in the future; and

WHEREAS, pursuant to the provisions of I.C. 8-13-2-7, the Indiana State Highway Commission has offered the land for sale to the adjacent owner for the sum of One Hundred Ten Dollars ($110.00), being the present value of said land, which offer has been duly accepted by the adjacent land owner; and

WHEREAS, the adjacent owner has paid the full price;

NOW THEREFORE this quitclaim deed is executed by the State of Indiana in full conformity with the I.C. 8-13-2-7.

E 59

IN WITNESS THEREOF, the State of Indiana has hereunto set its hand by the Governor of the State of Indiana, attested to by the Auditor of the State of Indiana and attached the Corporate Seal of the State of Indiana, this 18th day of August 1979.

STATE OF INDIANA

Otis R. Bowen, M.D. 8-16-79
Governor

ATTEST:

LOGGED 8-14-79 date recd. M.E.C.

Charles D. Loos, Auditor 8-16-79
State of Indiana

8-15-79 date Approved by

SGP Assistant

Approved as to form and legality by: 8-16-79 Signed by Governor

RECEIVED 6-26-79 Delivered to Dept.

Theodore L. Sendak SIGNED 8-8-79

Theodore L. Sendak, Attorney General
State of Indiana

This instrument prepared by:

John W. Brossart, Chief
Division of Land Acquisition

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County, personally appeared this 16TH day of August 1979, Otis R. Bowen, M.D., Governor of the State of Indiana, he being thereunto duly authorized, and acknowledged the execution of the foregoing Quitclaim Deed for and on behalf of the State of Indiana.

Witness my hand and seal.

Chris Specker

Notary Public CHRIS SPECKER

My Commission expires: 9-25-80

County of residence: Marion

559

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County, personally appeared this 16th day of August 1979, Charles D. Loos, Auditor of State, he being thereunto duly authorized, and acknowledged the execution of the foregoing Quit-claim Deed for and on behalf of the State of Indiana.

Witness my hand and seal.

Wilma Wood
WILMA Wood
Notary Public

NOTARY PUBLIC SEAL INDIANA

My Commission expires: March 5, 1983

County of residence: Marion

60

E-2 68-98-23 H.I. 10/15/79

5-195-79

79- 36317

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT made in triplicate this 15th day of October 1979, by and between THE WESTBRIDGE COMPANY, INC, hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

79 NOV 27 PM 1:50

ALLEN COUNTY RECORDER

BRECONSHIRE-SECTION 1

Line A - Beginning at an existing manhole #1 over an existing 15" sanitary sewer, said manhole being situated approximately 1449 feet East and 190 feet North of the Southwest corner of the Northeast Quarter of Section 7, Township 30 North, Range 12 East, Allen County, Indiana; thence North a distance of approximately 185 feet to proposed manhole #2; thence West a distance of approximately 160 feet to proposed manhole #3; thence North a distance of approximately 310 feet to proposed manhole #4; thence West a distance of approximately 350 feet in part along the north property line of lots 17, 18 and 19 in BRECONSHIRE, SECTION 1 to proposed manhole #5, said manhole being located in the northeast corner of proposed lot #19 of BRECONSHIRE, SECTION 1; thence Westerly a distance of approximately 130 feet along the north property line of lots 19 and 20 in BRECONSHIRE, SECTION 1 to proposed manhole #6, said manhole being located in the northwest corner of lot #20 in BRECONSHIRE, SECTION 1; thence Westerly a distance of approximately 150 feet along the north property line of lots 21 and 22 in proposed BRECONSHIRE, SECTION 1 to proposed manhole #7, said manhole being located in the northwest corner of lot#22 in BRECONSHIRE, SECTION 1; thence Westerly a distance of approximately 240 feet along the north property line of lots 23, 24 and 25 in BRECONSHIRE, SECTION 1 to a proposed manhole#8, said manhole being located in the northwest corner of lot #25 in BRECONSHIRE, SECTION 1; thence Westerly a distance of approximately 170 feet along the north property line of lots 26 and 27 in BRECONSHIRE, SECTION 1 to proposed manhole #9, said manhole being located in the northwest corner of lot #27 in BRECONSHIRE, SECTION 1; thence Westerly a distance of approximately 140 feet along the north property line of lots 28, 29 and 30 in BRECONSHIRE, SECTION 1 terminating at proposed manhole #10, said manhole being located in the northeast corner of lot #30 in BRECONSHIRE, SECTION 1.

DULY ENTERED FOR TAXATION
NOV 27 1979
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

Line B - Beginning at proposed manhole #7, said manhole being situated in the northwest corner of lot #22 in BRECONSHIRE, SECTION 1 as set forth above; thence Northerly a distance of approx-210feet along the west property line of lots 9 and 10 in BRECONSHIRE, SECTION 1 to a proposed manhole #11, said manhole being the point of termination and being located in the northwest corner of lot #9 in BRECONSHIRE, SECTION 1.

Line C - Beginning at a proposed manhole #5, said manhole being situated in the northeast corner of lot # 19 in BRECONSHIRE, SECTION 1 as set forth above; thence Northerly a distance of approximately 275 feet along the east property line of lots 11, 12 and 13 in BRECONSHIRE, SECTION 1 to proposed manhole #12, said manhole being the point of termination and being located in the northeast corner of lot #13 in BRECONSHIRE, SECTION 1.

Call Jim 7061
City Box

3.50 cash

All sewers consist of 2320± L. F. of 8-inch A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as BRECONSHIRE, SECTION 1, which plans, specifications and profiles are by reference incorporated herin and made a part hereof, which sewer will servenot only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer Shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the City, under private contract to be let within sixty(60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be born by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate,

Part of the Northeast Quarter of Section 7, Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the southwest corner of the northeast quarter of Section 7, Township 30 North, Range 12 East; thence East on and along the South line of said Northeast Quarter a distance of 2198.79 feet; thence Northerly, by an interior angle of 88 - 56', a distance of 1187.2 feet, thence Westerly, by an interior angle of 91 -56' a distance of 757.2 feet; thence Southerly, by an interior angle of 88 -04', a distance of 40.5 feet; thence Westerly by a deflection angle to the right of 90 -17' a distance of 330 feet to the northeast corner of lot #14 of Pavey's Subdivision, thence Southerly , by an interior angle of 90 -17' on and along the East line of lot #14 of said Pavey's Subdivision a distance of 195.5 feet to the Northeast corner of lot #15 in said Pavey's Subdivision; thence N88 -49'W on and along the north line of lot #15 of said Pavey's Subdivision a distance of 1077.2 feet to the East right-of-way line of Getz Road as established by Documents377-04654 and 376-25145 in the Office of the Recorder of Allen County, Indiana; thencesouth, on and along said East right-of-way line, a distance of 391.3 feet to the point of intersectionof said East right-of-way line with the South line of lot #16 of said Pavey's Subdivision; thence S88 -49'E on and along the South line of said lot #16, a distance of 1075.3 feet to the Southeast corner of said lot #16; thence S00 -17'W on and along the East line of lot 317 of Said Pavey's Subdivision, a distance of 195.8 feet to the Southeast corner of said lot #17; thence, N88 -49'W on and along the South line of said lot #17, a distance of 863.8 feet; thence, S00 -17W a distance of 168.0 feet; thence N88 -49'W a distance of 208 feet to the East right-of-way line of Getz Road; thence south, on and along said East right-of-way linea distance of 207.75 feet to the point of beginning containing approximately 47.5 acres of which BRECONSHIRE, SECTION 1 is the following part;

Part of Lots #15 and #16 in Pavey's Subdivision to Fort Wayne, being a Subdivisionof part of the West Half of the Northeast Quarter of Section 7, Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:
Beginning at the point of intersection of the South line of said Lot #16 with the East right-of-way line of Getz Rd. as established by Document #77-04654 and #76-25145 in the Office of the Recorder of Allen County, Indiana, thence N00 -00'E(assumed bearing), on and along said East right-of-way line, a distance of 391.3 feet to the point of intersection of said East right-of-way line with the North line of said Lot #15; thence S88 -49' E, on and along said North line, a distance of 1077.2 feet to the Northeast corner of said Lot#15; thence S00 -17' W, on and along the East lines of Lots #15 and #16, a distance of 391.3 feet to the Southeast corner of said Lot #16; thence N88 -49' W, on and alongthe South line of said Lot #16, a distance of 1075.3 feet to the point of beginning, containing 9,666 acres of land, subject to easements of record.

As the Developer will pay the entire cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real eatate for the construction of said sewer by the present or future owners of said real estate except only such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charge by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of $500.00 per acre shall be paid to the City at the time of connection for Magnavox Interceptor per Deed Book 328, page 169-173. An area connection charge of $150.00 per acre shall be paid to Diversified Utilities, Inc. per recorded document #72-01811. All charges shall be paid prior to construction.

5. BOND.

This contract is subject to Developer furnishing a satisfactory Guaranty Bond for 25% of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article #3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and

to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in the article, which provisions shall run with the land and the acceptance of the delivery of any such instrument rom the Developer, his successors and assigns by grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory on which it is located or of the area served by said sewer.

8. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17, and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a perion of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

THE WESTBRIDGE COMPANY, INC.

ATTEST:

By: Melvin J. Powell
Melvin J. Powell
Corporate Secretary

By: M. Jack Powell Jr.
M. Jack Powell, Jr.
President
"DEVELOPER"

Linda S. Powell
Linda S. Powell lot #2

M. Jack Powell Jr.
M. Jack Powell, Jr. lot #2

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By: Ethel H. LaMar
Ethel H. LaMar, Member

By: Max G. Scott
Max G. Scott, Member

ATTEST:
Ursula Miller
Clerk

Approved as to form and legality:

Larry Burden
Associate City Attorney

This instrument prepared by: M. Jack Powell, Jr.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Melvin J. Powell and M. Jack Powell Jr. of The Westbridge Company, Inc. and Linda S. Powell and M. Jack Powell Jr.

who acknowledged the execution of the foregoing agreement for sewer extention as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 24th day of September, 1979.

Ellen Marie Fair
Notary Public

Resident of Allen County

My Commission Expires:

6-11-81

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max G. Scott, Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extention, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15 day of October, 1979.

Anne D. Lox
Notary Public

Resident of Allen County

My Commission Expires:

3-6-80

62

Mail tax bills to: Board of Public Works, City of Fort Wayne 68-95-6 H.I. 10/15/79

79- 30947 DULY ENTERED FOR TAXATION

OCT - 9 1979

Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

DEED

KNOW ALL MEN BY THESE PRESENTS, that:

(1) WHEREAS, the Civic Center Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the "Civic Center Urban Renewal Plan") for the Civic Center Renewal Project (hereinafter referred to as the "Project") was adopted by the City of Fort Wayne, Indiana, Department of Redevelopment, on August 17, 1977 and was approved by the Common Council of the City of Fort Wayne, Indiana, on September 13, 1977, which Civic Center Urban Renewal Plan, as it exists on the date hereof, is recorded in the Office of the Recorder of Allen County, Indiana (hereinafter referred to as the "Recorder") as Document Number 79-24555; and

79 OCT 9 AM 10: 34

(2) WHEREAS, City of Fort Wayne, Department of Redevelopment, is owner of certain real property located in the Project Area; and

(3) WHEREAS, pursuant to the Civic Center Urban Renewal Plan and Chapter 176 of the Acts of 1953 of the General Assembly of the State of Indiana, as Amended and Supplemented, the City of Fort Wayne, Department of Redevelopment, is authorized to sell portions of land in the Project Area to other governmental agencies for construction of the Civic Center Parking Garage; and

(4) WHEREAS, the City of Fort Wayne, Department of Redevelopment, has, by a resolution duly adopted on September 18, 1979, determined to sell a portion of the real estate in the Project Area to City of Fort Wayne, Indiana, for construction of the Civic Center Parking Garage; and

(5) WHEREAS, the City of Fort Wayne, Indiana, has covenanted to purchase and accept a portion of the real estate in the Project Area and to construct, improve and maintain said real estate as the Civic Center Parking Garage.

NOW, THEREFORE, in consideration of the payment to the City of Fort Wayne, Department of Redevelopment (hereinafter referred

INSTRUMENT M 8578

Judy - 7564

5.50 CBG

to as the "Grantor") of the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the said CITY OF FORT WAYNE, DEPARTMENT OF REDEVELOPMENT, does hereby RELEASE AND QUIT CLAIM to the CITY OF FORT WAYNE, INDIANA, for construction of the Civic Center Parking Garage (hereinafter referred to as the "Grantee") the following-described real estate situated in the City of Fort Wayne, Allen County, Indiana, to-wit:

Parcel 3-2

Lot Numbered One Hundred Twelve (112) and the south half of Lot Numbered One Hundred Eleven (111) in Hanna's First Addition to the Town, now City of Fort Wayne, as platted by Samuel Hanna by plat recorded in Deed Record "B", at page 447, of the records of said Allen County.

Parcel 3-3

The west 41-2/3 feet, except the west 10 feet of the south 100 feet of Lot Numbered One Hundred Nine (109) in Hanna's Addition to the City of Fort Wayne.
ALSO, Lot Numbered One Hundred Ten (110) in Hanna's Addition to the Town, now City of Fort Wayne.
ALSO, the north half of Lot Numbered One Hundred Eleven (111) and the west 10 feet of the south 100 feet of Lot Numbered One Hundred Nine (109) in Hanna's Addition to the City of Fort Wayne.

Parcel 3-4

The east 18 feet and 4 inches of Lot Numbered One Hundred Nine (109) in Hanna's First Addition to the City of Fort Wayne, and also the west 2-1/2 feet of the vacated alley adjoining said lot on the east.

Parcel 3-6

The north 70 feet of Lot Numbered One Hundred Six (106) and the north 70 feet of the east half of Lot Numbered One Hundred Seven (107) in Hanna's Addition to the City of Fort Wayne, Allen County, Indiana.
ALSO, the south 80 feet of Lot Numbered One Hundred Six (106); the south 80 feet of the east 30 feet and the west 30 feet of Lot Numbered One Hundred Seven (107); and the east 22 feet of Lot Numbered One Hundred Eight (108), all in Hanna's Addition to the City of Fort Wayne, Allen County, Indiana.

SUBJECT TO an easement for the purpose of locating, constructing and maintaining the footings for a pedestrian bridge over the following portion of Parcel 3-3 hereinabove described, to-wit:

Commencing at the northwest corner of Lot Numbered One Hundred Ten (110) in Hanna's Addition to the Town, now City of Fort Wayne, Allen County, Indiana, thence east along the north line of said Lot Numbered One Hundred Ten (110), a distance of 98 feet to the True Point of Beginning; thence continuing east along said north line,

a distance of 16 feet; thence south, a distance of 5 feet; thence west parallel with said north line, a distance of 16 feet; thence north, a distance of 5 feet to the True Point of Beginning.

The Grantee, as part of the consideration for this conveyance, covenants and agrees that the real estate herein conveyed shall exclusively be used for the purposes of construction of the Civic Center Parking Garage.

The recording of this Deed by the Grantee in the office of the Recorder of Allen County, Indiana, shall constitute an acceptance by the Grantee of all terms and conditions set forth herein.

This conveyance shall be subject to the provisions of the Building Code, Zoning Ordinance and other ordinances of the City of Fort Wayne and the applicable laws of the State of Indiana.

This conveyance shall also be subject to all the terms, provisions, covenants, conditions and restrictions contained in the Civic Center Urban Renewal Plan and in this conveyance shall be and the same are hereby declared to be covenants running with the land, enforceable as therein set out and which, in addition thereto, are hereby declared to be also for the benefit of the Grantor and also enforceable by it.

Grantor declares that no Indiana Gross Income Tax is due or payable by reason of this conveyance.

IN WITNESS WHEREOF, City of Fort Wayne, Department of Redevelopment, has caused this Deed to be executed by the President of the Fort Wayne Redevelopment Commission and attested by the Secretary of said Commission, this 8th day of October, 1979.

FORT WAYNE REDEVELOPMENT COMMISSION

By: Leonard M. Weinraub
Leonard M. Weinraub, President

ATTEST:

By: Robert W. Hutner
Robert W. Hutner, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Personally appeared before me, a Notary Public in and for said County and State, this 8th day of October, 1979, Leonard M. Weinraub and Robert W. Hutner, known to me to be President and Secretary, respectively, of the Fort Wayne Redevelopment Commission, and acknowledged the execution of the above and foregoing Deed to be their voluntary act and deed as such officers of said Commission and the voluntary act and deed of City of Fort Wayne, Indiana, Department of Redevelopment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires March 31, 1983, and I reside in Whitley County, Indiana.

Julia A. Zickgraf

Julia A. Zickgraf Notary Public

This instrument prepared by Richard D. Robinson, Attorney at Law.

63

Dec. Res. 67-189-14 H.I. Original

68-89-19 H.I. 10/8/79

CONTRACT

THIS CONTRACT made and entered into in triplicate this 8th day of October, 1979 by and between Hagerman Construction Corporation, herein called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works, herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The complete construction of a new Civic Center Parking Garage for the City of Fort Wayne, located on the south side of Washington Boulevard between Calhoun and Clinton Streets.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of TWO MILLION THREE HUNOREO FOURTEEN THOUSANO DOLLARS ($2,314,000.00). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's proposal.

	Additional Work	Oeleted Work
1. Excavation	$20.00 per cu. yd.	$1.00 per cu. yd.
2. Compacted Backfill	$12.00 per cu. yd.	$5.00 per cu. yd.
3. Concrete	$300.00 per cu. yd.	$40.00 per cu. yd.
4. Reinforcing Steel	$ 0.45 per pound	$ 0.30 per pound

The Owner reserves the right to incorporate any or all of the alternate bids into the construction program and contract for a period of forty five (45) consecutive calender days after the contract date.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved by the Architect, less the aggregate of previous payments, will be paid by Owner to the Contractor.

(Article 3, progress payments continued)

The Owner shall place all retained contractor earned money in an interest earning account subject to contractor's approval. The Owner and Contractor shall form an escrow agreement.

When the project reaches the 50% completion stage, and the work has been promptly and properiy executed, the Owner, at his option, can waive the retainage requirement for the remainder of the project.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed and a final Certificate for Payment has been issued by the Architect.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor shali furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to reai or personal property, or for any injury sustained by any person out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shali have been given said Contractor, shall be conclusive against Contractor as to amount, liability and ail other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NON-DISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Sectin is attached and incorporated herein and made a part hereof.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provision of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, or the Federal Wage Scale published by the United States Oepartment of Labor pursuant to provisions of the Oavis-Bacon Act, whichever is the highest.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

A. Advertisement for Bids.
B. Instructions to Bidders.
C. Contractor's Proposal.
O. Specifications and Conditions.
E. Workmen's Compensation Act (I.C. 22-3-2-1).
F. Non Oiscrimination of labor General Ordinance No. G-34-78 (as amended).
G. Prevailing wage scales.
H. Performance Bond.
I. Labor and Material Payment Bond.
J. Comprehensive Liability Insurance Coverage.
K. Certificate of Compliance Clean Air Act of 1970.
L. Equal Employment Opportunity Affirmative Action Program.
M. Section 3 Housing and Urban Oevelopment Act of 1968.
N. Certificate of Non-segregated Facilities.
O. Federal Labor Standards.

ARTICLE 9. INOEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 10. COMPLETION OATE

The Contractor agrees to complete the work specified in the within contract in 350 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

HAGERMAN CONSTRUCTION CORPORATION

By: Theodore F. Hagerman, President

By: William L. Kerr, Secretary

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg, Chairman

By: Ethel H. LaMar, Member

By: Max G. Scott, Member

ATTEST:

Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

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15-13-3 Enforcement. Enforcement of this Article of this Chapter shall he through order of the Board of Puhlic Works, in the following manner:

a. Whenever any memher of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over puhlic contracts has reason to helieve that any of the provisions hereof have heen violated, the matter may he referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or suhcontractor. Cases over which the Commission has no jurisdiction shall he investigated hy said Affirmative Action Officer.

h. A final order of the Metropolitan Human Relations Commission shall he forwarded to the Board of Puhlic Works, which may invoke one of the remedies set forth in Suh Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Puhlic Works shall conduct a hearing to determine whether there has heen a hreach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or suh-contractor or any person acting on hehalf of such contractor or suhcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, ohstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payahle to the contractor hy the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall he deemed a separate offense; or,

h. The Board of Works may cancel or terminate the contract, and all money due or to hecome due thereunder may he forfeited, for a second or any suhsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article lll, of the Code of the City of Fort Wayne, lndiana of 1974 is further amened hy adding thereto a new section 15-13A, which shall he and read as follows, to wit:

"Sec. 15-13A. A verhatim copy of Sec. 15-13 may he attached as an exhihit to and incorporated in and made a part of any contract made hy or on hehalf of the City of Fort Wayne, Indiana for any puhlic work; which shall constitute compliance with Sec. 15-13-2."

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UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

PERFORMANCE BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

KNOW ALL MEN BY THESE PRESENTS:

That Hagerman Construction Corporation, Fort Wayne, Indiana

as Principal, hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, One Main St., Fort Wayne, In. 46802

as Obligee, hereinafter called Owner, in the amount of Two Million, Three Hundred Fourteen Thousand and 00/100---------- Dollars ($2,314,000.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 26 19 79, entered into a contract with Owner for General contract for Civic Center Parking Garage, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by Martindale, Tourney, Gibson, Inc., 519 Tennessee Ave., Fort Wayne, In. 46805 (Here insert full name, title and address), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 26 day of September, 19 79

HAGERMAN CONSTRUCTION CORPORATION

In the presence of:

William L. Kelly Secretary
(Witness)

By Gerald Hagerman (Seal)
Principal

YASTELZENT & RYE, INC.
Authorized Agents

(Witness)

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY: Gerald A. Dalla

By Gerald A. Dalla (Seal)
Attorney-in-fact

Contract 211 (2-70)

163

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS: BOND NUMBER

That Hagerman Construction Corporation, Fort Wayne, Indiana

as Principal,

hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, One Main St., Fort Wayne, In. 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Two Million, Three Hundred Fourteen Thousand and 00/100---------- Dollars ($ 2,314,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated September 26 19 79, entered into a contract with Owner for General contract for Civic Center Parking Garage, Fort Wayne, Indiana in accordance with drawings and specifications prepared by Martindale, Tourney, Gibson, Inc., 519 Tennessee Ave., Fort Wayne, In. 46805

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 26 day of September, 19 79

HAGERMAN CONSTRUCTION CORPORATION

William L. Kaas, Secretary (Witness)

By Kent Hagerman (Seal) Principal

YASTER ZENT & RYE, INC.
Authorized Agents
BY: Gerald A. Dalle (Witness)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Gerald A. Dalle (Seal)
Attorney-in-fact

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

Contract 211-A (2-70) ⊙

63

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 87671

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of the City of Fort Wayne, State of Indiana, its true and lawful attorneyS in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~HK XXH~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Leonard Shirley

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 28th day of March, A. D. 19 77

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James A. Mappus
Vice-President.

(SEAL)

(Signed) John C. Vaeth, Jr.
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 28th day of March, A. D. 1977, before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John C. Vaeth, Jr., Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John C. Vaeth, Jr. were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19....78..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 28th day of March, A. D. 1977

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-67)

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COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of Fort Wayne, Indiana , authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) September 26, 1979

Richard Calder
Assistant Secretary.

63

Certificate of Insurance

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Yaste, Zent & Rye, Inc.
201 West Wayne Street
Fort Wayne, Indiana 46802

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A — The Manhattan Fire and Marine Insurance Company

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

NAME AND ADDRESS OF INSURED

Hagerman Construction Co.
P.O. Box 690
Fort Wayne, Indiana 46801

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY ☐ COMPREHENSIVE FORM ☐ PREMISES - OPERATIONS ☐ EXPLOSION AND COLLAPSE HAZARD ☐ UNDERGROUND HAZARD ☐ PRODUCTS-COMPLETED OPERATIONS HAZARD ☐ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE ☐ INDEPENDENT CONTRACTORS ☐ PERSONAL INJURY			BODILY INJURY	$	$
				PROPERTY DAMAGE	$	$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
	AUTOMOBILE LIABILITY ☐ COMPREHENSIVE FORM ☐ OWNED ☐ HIRED ☐ NON OWNED			BODILY INJURY (EACH PERSON)	$	
				BODILY INJURY (EACH OCCURRENCE)	$	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	UL 67 09 31	10/1/79	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 5,000	$ 5,000
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
					$	EA ACCIDENT
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

ANY AND ALL OPERATIONS OF THE NAMED INSURED
RE: Civic Center Parking Garage

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

City of Fort Wayne, Indiana
One Main Street
Fort Wayne, IN 46802

DATE ISSUED: September 10, 1979

Gerald A. Dahle
AUTHORIZED REPRESENTATIVE

Yaste, Zent & Rye, Inc.

ACORD 25 (Ed. 2-77)

163

CERTIFICATE OF INSURANCE

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

City of Fort Wayne, Indiana
One Main Street
Fort Wayne, IN 46802

Named Insured and Address:

HAGERMAN CONSTRUCTION CORP.
P.O. BOX 690, FORT WAYNE, INDIANA 46801

Policy Number	Policy Term	Type of Insurance	Limits of Liability		
			Bodily Injury		Property Damage
3950 04 1671	4/1/79-80	Workmen's Compensation	X	Statutory	
3950 04 1671	4/1/79-80	Employers' Liability	$,000	Each Person	
			$ 100,000	Each Accident	
			$,000	Medical - Each Person	
8AP 99063	4/1/79-80	Comprehensive Automobile Liability	$,000	Each Person	
			$ 500,000	Each Occurrence CSL	$ 500,000
1CC C 30571	4/1/79-80	Comprehensive General Liability	$ 500,000	Each Occurrence	$ 100,000
				Aggregate Operations	$ 200,000
		[X] Including Blanket Contractual Liability		Aggregate Protective	$ 200,000
			$ 500,000	Aggregate Completed Operations and Products	$ 200,000
		Manufacturers' and Contractors' Liability	$,000	Each Occurrence	$,000
				Aggregate	$,000
		Owners', Landlords' and Tenants' Liability	$,000	Each Occurrence	$,000
				Aggregate	$,000
		Completed Operations and Products Liability	$,000	Each Occurrence	$,000
			$,000	Aggregate	$,000
		Contractual Liability	$,000	Each Occurrence	$,000
				Aggregate	$,000
		Comprehensive Excess Indemnity	$,000	Each Occurrence	Combined Personal Injury and Property Damage
			$,000	Aggregate	

Description and location of operations and automobiles covered:

ANY AND ALL OPERATIONS OF THE NAMED INSURED.

RE: Civic Center Parking Garage

The Company designated below will make every effort to notify the holder of this Certificate of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

[X] UNITED STATES FIDELITY AND GUARANTY COMPANY

[ ] FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Date September 10, 1979

By Gerald A. Dahle

Gen. 348 (1-73)

163

STATE of INDIANA

INDUSTRIAL BOARD

INDIANAPOLIS, 46204

601 STATE OFFICE BUILDING
100 NORTH SENATE AVENUE
633-6452

CERTIFICATE OF EMPLOYER'S COMPLIANCE WITH THE
INDIANA WORKMEN'S COMPENSATION AND OCCUPATIONAL DISEASES ACTS

HAGERMAN CONSTRUCTION CORPORATION
811 SOUTH CALHOUN STREET
FORT WAYNE INDIANA

TERM	INSURANCE CARRIER	POLICY #	CANC.
~~5-1-76~~ to 77	U S F G	3900 003498	
4-1-77 ~~to78~~	Fidelity & Guaranty	3950-003161	
4-1-77 ~~to78~~	" "	2-3950-003161	
4-1-78 ~~to79~~	U.S.F.&G.	3950-041727	

FORM #19

When this document is properly endorsed by the original validation stamp of the Indiana Industrial Board, it certifies that the foregoing employer has complied with the provisions of Sections 5, 68 and 69 of the Indiana Workmen's Compensation Act and Section 27 of the Indiana Workmen's Occupational Diseases Act by insuring its liability under said Acts with a policy of insurance issued by the company, bearing the policy number, and effective on the date indicated. This policy will expire one year from the effective date.

VALID

MAR 8 1979
INDIANA INDUSTRIAL BOARD
CERTIFICATE OF COVERAGE

INDUSTRIAL BOARD OF INDIANA

Robert W. McNevin

ROBERT W. McNEVIN, CHAIRMAN

ATTEST:

Sue C. Roderick

163

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST, AND SEPTEMBER, 1979.
In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION		CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S	13.80	55¢	1.25			3if
BOILERMAKER		S	13.25	1.17½	1.00		3¢	
BRICKLAYER		S	12.34	45	50		1	6if
CARPENTER	(BUILDING)	S	10.89	70	6%		2	4if
	(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON		S	10.85	75	80		2	
ELECTRICIAN		S	12.70	50	3%+50		6	
ELEVATOR CONSTRUCTOR		S	12.33	1.04½	82	8%	3½	
GLAZIER		S	10.79		25	40	4	25¢holiday 25annuity
IRON WORKER		S	12.35	1.00	1.45		2	2if
LABORER	(BUILDING)	S-SS US	8.75-9.75	70	50		9	
	(HIGHWAY)	S-US-SS	8.30-9.15	70	70		9	
	(SEWER)	S-US-SS	8.30-9.15	70	70		9	
LATHER		S	10.94		50		1	2if
MILLWRIGHT & PILEDRIVER		S	11.29	70	6%		2	4if
OPERATING ENGINEER	(BUILDING)	S-SS US	8.35-12.50	75	65		10	
	(HIGHWAY)	S-SS-US	8.59-11.57	75	65		10	
	(SEWER)	S-SS-US	8.59-11.57	75	65		10	
PAINTER		S	9.90-10.90	60	85		12	6misc.
PLASTERER		S	10.08	60	80			
PLUMBER & STEAMFITTER		S	13.20	55	90		7	7if
MOSAIC & TERRAZZO GRINDER		S	8.75-10.80					
ROOFER		S	11.90		30			4¢saved
SHEETMETAL WORKER		S	12.18	72	77		10	14if
TEAMSTER	(BUILDING)	S-SS US	8.60½-10.55½	29.00pw	37.00pw			
	(HIGHWAY)	S-SS-US	9.20½-9.80½	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF July, 19 79

T E Platt
REPRESENTING GOVERNOR, STATE OF INDIANA.

Mark J Scott
REPRESENTING THE AWARDING AGENT

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

D-1

DECISION NO. IN79-2059

LINE CONSTRUCTION EXCLUSIVE OF CALUMET AREA	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Linemen; Technicians	$11.42	.45	3%		.5%
Equipment Operators	8.92	.45	3%		.5%
Powder and Equipment Mechanic	8.72	.45	3%		.5%
Senior Groundman Truck Driver w/winch	7.45	.45	3%		.5%
Groundman Truck Driver with winch	7.16	.45	3%		.5%
Groundman Truck Driver w/o winch	6.28	.45	3%		.5%
Senior Groundman after 5 years	7.15	.45	3%		.5%
Senior Groundman after 12 months	6.96	.45	3%		.5%
Groundman 0-12 months	5.89	.45	3%		.5%
CALUMET AREA					
Linemen; Technicians	11.99	.45	3%		.5%
Equipment Operators	9.37	.45	3%		.5%
Powderman and Equipment Mechanic	9.16	.45	3%		.5%
Senior Groundman Truck Driver w/winch	7.82	.45	3%		.5%
Groundman Truck Driver with winch	7.52	.45	3%		.5%
Groundman Truck Driver w/o winch	6.59	.45	3%		.5%
Senior Groundman after 5 years	7.51	.45	3%		.5%
Senior Groundman after 12 months	7.31	.45	3%		.5%
Groundman 0-12 months	6.18	.45	3%		.5%

STATE: Indiana COUNTIES: *See Below
DECISION NUMBER: IN79-2D6D DATE: Date of Publication
Supersedes Decision No. IN78-2163, dated December 1, 1978 in 43 FR 56382
DESCRIPTION OF WORK: Heavy and Highway Construction Projects

*Statewide, except Lake, LaPorte, Porter and St. Joseph Counties

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
CARPENTERS:					
Jasper, Newton and Starke Counties	$12.78	.65	.67		.05
Elkhart County	11.13	.80	.80		.05
Bartholomew (Camp Atterbury), Boone, Fountain, Hamilton, Hancock, Hendricks, Johnson (except Edinburg), Marion, Montgomery, Morgan (except Washington), Parke (except portion lying west of a line south and north running through Jessup, Rosedale, Carbondale, and Poland), Putnam, Vermillion (north of the south city limits of Summit Grove) and Warren Counties	11.95	.75	.60		.08
Remainder of State of Indiana	11.18	.60	.60		.05
CEMENT MASONS:					
Adams, Allen, DeKalb, Noble, Steuben and Whitley Counties	10.50	.75			.01
Brown, Jackson, Jefferson, Jennings, Lawrence, Orange, Scott & Washington Cos.	11.00				
Benton (Eastern 2/3), Carroll, Cass, Clinton, Fountain (Eastern ½), Howard, Jasper (Southern 2/3), Miami, Montgomery, Newton (Southeastern 2/3), Tippecanoe, Warren (Eastern 2/3), & White Cos.	10.75	.60	.75		
Jasper (Northeastern portion of Co. west to, but not incl. Wheatfield), Pulaski (Northern 2/3 of Co.), & Starke Cos.	10.72	.80	1.00		.03
Fulton & Pulaski (S½) Cos.	11.23	.85	.80		.04
Blackford, Delaware, Grant, Huntington, Jay, Randolph, Wabash, & Wells Cos.	10.75	.60	.80		
Elkhart, Kosciusko & LaGrange Cos.	11.38		.30		.02

PAGE 2

DECISION NO. IN79-2060

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
CEMENT MASONS: (CONT'D)					
Boone, Hamilton (Southern ½ of Co., North to the new Rte. Indiana Hwy #32 incl. Noblesville), Hancock (southern & western part, north to but not incl. Wilkinson & east to, but not incl. Fortville), Hendricks, Johnson, Marion & Morgan (Northern ½ of Co.) Cos.	$11.16	.75	.75		.04
Crawford, Dubois, Perry, Posey, Spencer, Vanderburgh, & Warrick Cos.	10.60	.65	.55		
Greene & Sullivan Cos.	11.05	.50	.90		.01
Hamilton (Northern ½ of Co.), Hancock (Eastern ½ of Co.), Henry, Hadison & Tipton Cos.	10.61	.65	.50		
Marshall Co.	11.01	.85	.80		.04
Newton (Northern 1/3) Co.	11.43	.85	.55		.03
Daviesa, Gibson, Knox, Martin & Pike Cos.	11.05	.80	.80		
Dearborn, Ohio, Ripley, & Switzerland Cos.	7.50				
Clay, Owen (extreme western part of Co.), Parke, Putnam, Vermillion, & Vigo Cos.	10.20	.60	.25		
IRONWORKERS:					
Adams, Allen, Blackford, DeKalb, Delaware (Northeastern 1/3 of Co.), Grant (excluding S/W portion), Huntington, Jay, Koaciuako (SW portion incl. Warsaw), LaGrange (Eastern ½ of Co.), Noble, Randolph (N. part of Co. excluding Union City but including Winchester), Steuben, Wabash, Wells & Whitley Cos.	12.35	1.00	1.70		.02
Elkhart, Fulton, Kosciusko (Rem. of Co.), LaGrange (Western ½ of Co.), Marshall, Pulaski & Starke Cos.	11.45	.90	1.33		.03

PAGE 3

DECISION NO. IN79-2060

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
IRONWORKERS: (CONT'D)					
Jasper (Northern ½ of Co.), & Newton Cos.	$12.72	.90	1.66		.09
Clark, Crawford, Floyd, Harrison Jackson (Southern ½ of Co.), Jefferson, Jennings (Southern ½ of Co.), Lawrence (Southern 2/3 of Co.), Martin (Eastern ½ of Co.), Orange, Scott & Washington Cos.	11.75	.90	1.15		.06
Marion Co.	11.40	.90	1.70		.05
Bartholomew, Boone (Southeastern ½ of Co.), Brown, Clinton (Eastern 1/3 of Co.), Decatur (Western ½ of Co.), Delaware (Southern 2/3 of Co.), Fayette (Western ½ of Co.), Franklin (NW Tip of Co.), Grant (SW Portion), Hamilton, Hancock, Hendricks, Henry, Howard, Jackson (Northern ½ of Co.), Jennings (Northern ½ of Co.), Johnson, Lawrence (Northeastern 1/6 of Co.), Madison, Monroe, Morgan, Owen, Putnam (Eastern ½ of Co., excluding Greencastle), Rush, Shelby, & Tipton Cos.	11.55	.90	1.70		.05
Benton, Boone (Northwestern ½ of Co.), Carroll, Cass, Clinton (Western 2/3 of Co.), Fountain, Jasper (Southern ½ of Co.), Miami, Montgomery, Tippecanoe, Warren, & White Cos.	11.54	.90	1.25		.02
Fayette (Eastern ½ of Co.), Randolph (Rem. of Co.), Union (N 2/3 of Co.), & Wayne Cos.	12.36	1.00	1.45		.06
Clay, Daviess, Greene, Knox, Lawrence (Northwestern 1/6 of Co.), Parke, Putnam (Western ½ of Co., including Greencastle), Sullivan, Vermillion, & Vigo Cos.	11.85	1.00	2.30		.10

DECISION NO. IN79-2060

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
IRONWORKERS: (CONT'D)					
Dearborn, Decatur (Eastern ½ of Co.), Franklin,(Rem. of Co.), Ohio, Ripley, Switzerland, & Union (Southern 1/3) Cos.	$13.08	1.00	1.45		.03
PAINTERS:					
Adams, Allen, DeKalb, Grant, Huntington, LaGrange, Noble, Steuben, Wabash, Whitley & Wells (Northern ½ of Co. to & incl. Bluffton):					
Brush, Paperhangers; Rollers & Tapers	9.90	.60	.85		.12
Sandblasters; Spray	10.90	.60	.85		.12
Bartholomew, Decatur, Jackson & Jennings Cos.:					
Brush; Roller & Steel	9.45		.50		
Spray	10.45		.50		
Benton, Clinton, Fountain, Montgomery, Putnam, Tippecanoe, & Warren Cos.:					
Brush; Roller	10.75				
Structural Steel	11.00				
Sandblasting	11.75				
Spray	14.02				
Blackford, Cass, Delaware, Fulton, Howard, Jay, Madison, Miami, Tipton & Wells (to the South city limits of Bluffton) Cos.:					
Brush	9.95		.70		
Spray	10.95		.70		
Boone, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan (North ½ of Co.) & Shelby Cos.:					
Brush	11.24	.78	.48		
Spray	12.24	.78	.48		
Brown, Monroe, Morgan (excluding North ½ of Co.) & Owen Cos.:					
Brush	8.90			.30	
Structural Steel	9.65			.30	
Spray	9.90			.30	
Carroll, Jasper, Newton & White Cos.:					
Brush	11.55	.64	.50		.05
Sandblasting; Sign & Spray	12.30	.64	.50		.05

DECISION NO. IN79-2060

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PAINTERS: (CONT'D)					
Clark, Crawford, Floyd, Harrison, Jefferson, Scott & Washington Cos.:					
Brush	$ 9.02	.35	.20		.03
Spray	9.47	.35	.20		.03
Clay Co.:					
Brush; Drywall; Paperhanger; Pointing & Taping	9.00				
Brush-Steel; Roller	9.50				
Brush-Swing Stage	10.05				
Spray	10.25				
Spray-Steel	10.50				
Sandblasting; Spray-Swing Stage	10.75				
Daviess, Gibson & Knox Cos.:					
Brush up to 30'	9.80	.45			
Brush over 30'	10.60	.45			
Spray up to 30'	10.80	.45			
Spray over 30'	11.60	.45			
Dearborn, Ohio, Ripley & Switzerland Cos.:					
Brush; Roller; Wallwashing; Drywall Taping & Finish; Paperhanging & Vinyl; Seamless Floors & Finishing Floors; Sanding	11.00				
Sandblasting & Steam Clean	11.75				
Spray; Epoxy	11.50				
Tanks, Elevators, Bridges, Steeples over 40 ft.	12.10				
Dubois, Perry, Pike, Posey, Spencer, Vanderburgh & Warrick Cos.:					
Brush	10.80	.65	.30		
Spray	11.80	.65	.30		
Elkhart, Kosciusko, Marshall, Pulaski & Starke Cos.:					
Brush	10.44		.40		15.00p/yr
Drywall Taping & Finish; Paperhangers; Spray & Vinyl	10:34		.40		15.00p/yr

DECISION NO. IN79-2060

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PAINTERS: (CONT'D)					
Fayette, Franklin, Henry, Randolph, Rush, Union & Wayne Cos.:					
Brush	$ 9.35				
Sandblasting; Spray Structural Steel; Scaffold over 30 ft.	10.35				
	9.60				
Lawrence, Martin & Orange Cos.:					
Brush; & Structural Steel	9.00				
Parke, & Vermillion Cos.:					
Brush	10.65			.50	
Spray	12.15			.50	
Sullivan, & Vigo Cos.:					
Brush	10.00			.25	
Spray	11.00			.25	
Structural Steel up to 30'	10.25			.25	
Structural Steel 30' to 100'	11.00			.25	
Structural Steel over 100'	12.00			.25	

DECISION NO. IN79-2060

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
LABORERS: HEAVY & HIGHWAY CONSTRUCTION					
GROUP 1	$8.30	.70	.70		.09
GROUP 2	8.45	.70	.70		.09
GROUP 3	8.50	.70	.70		.09
GROUP 4	8.60	.70	.70		.09
GROUP 5	9.15	.70	.70		.09

LABORERS

GROUP 1: Chainman; Construction Laborer; Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & All other Types); Lighting Installer (Permanent & Temporary); Lineman for Automatic Grade Maker or Paving Machine; Manhole Erector; Mortar Man; Multi-plate Erector; Rip-Rap Laborer, incl. All Materials; Road Marking & Delineation Laborer; Rodman; Sandblaster Man; Setting & Placing of All Pre-Stressed & Precast Concrete Products; Spraying of Epoxy, Curing Compound or Like Material; Survey Crew Helper; Temporary Waterline Installer; Top Laborer; Wire Mesh Layer

GROUP 2: Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator - Non Riding Type; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamper Operator; Power Saw Operator; Pumperete Assembly Man; Sealer Applicator for Asphalt, Toxic; Side Rail Setter - For Sidewalks, Side Ditches, Radii & Pavements, etc.; Sign Installation, Including Supporting Structures; Spreader Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Bull Float Man

GROUP 3: Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man; Wench & Windlass Operator

GROUP 4: Conduit Installer; Cutting Torch Burner; Lazer Beam Aligner; Manual Operated Welder; Sewer Pipe Layer; Water Line Installer

GROUP 5: Air Track & Wagon Drillman; Concrete Finisher; Dynamite & Powder Man

LABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION 1 of 2

	ZONE 2	ZONE 2A	ZONE 3	ZONE 4	ZONE 5
	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates
GROUP 1	$7.80	$7.60	$7.60	$7.60	$7.80
GROUP 2	7.95	7.75	7.75	7.75	7.95
GROUP 3	8.00	7.80	7.80	7.80	8.00
GROUP 4	8.10	7.90	7.90	7.95	8.10
GROUP 5	8.20	8.00	8.00	8.00	8.20
GROUP 6:					
A.	8.00	7.80	7.80	7.80	8.00
B.	8.15	7.95	7.95	7.95	8.15
C.	8.60	8.40	8.40	8.40	8.60
D.	8.10	7.90	7.90	7.90	8.10

Fringe Benefits Payments			
H & W	Pensions	Vacation	Education and/or Appr. Tr.
.70	.50		.09

ZONES

ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Starke Counties (Excluded from this schedule)

ZONE 2: Elkhart & St. Joseph Counties

ZONE 2A: Kosciusko, LaGrange, & Marshall Counties

ZONE 3: Adams, Allen, Benton, Blackford, Boone, Carroll, Cass, Clinton, DeKalb, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Madison, Miami, Montgomery, Noble, Pulaski, Randolph, Rush, Steuben, Tippecanoe, Tipton, Union, Wabash, Wayne, Wells, White, & Whitley Counties

ZONE 4: Marion & Shelby Counties

ZONE 5: Bartholomew, Brown, Clark, Clay, Crawford, Daviess, Dearborn, Decatur, DuBois, Floyd, Fountain, Franklin, Gibson, Greene, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Knox, Lawrence, Martin, Monroe, Morgan, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Putnam, Ripley, Scott, Spencer, Sullivan, Switzerland, Vanderburgh, Vermillion, Vigo, Warren, Warrick, & Washington Counties

LABORERS

GROUP 1: Chainman; Construction Laborer; Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & All other Types); Lighting Installer (Permanent & Temporary); Lineman for Automatic Grade Maker or Paving Machine; Manhole Erector; Mortar Man; Multi-plate Erector; Rip-Rap Laborer, incl. All Materials; Road Marking & Delineation Laborer; Rodman; Sandblaster Man; Setting & Placing of All Pre-Stressed & Precast Concrete Products; Spraying of Epoxy, Curing Compound or Like Material; Survey Crew Helper; Temporary Waterline Installer; Top Laborer; Wire Mesh Layer

GROUP 2: Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator - Non Riding Type; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamper Operator; Power Saw Operator; Pumperete Assembly Man; Sealer Applicator for Asphalt, Toxic; Side Rail Setter - For Sidewalks, Side Ditches, Radii & Pavements, etc.; Sign Installation, Including Supporting Structures; Spreader Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Bull Float Man

GROUP 3: Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man; Wench & Windlass Operator

GROUP 4: Conduit Installer; Cutting Torch Burner; Lazer Beam Aligner; Manual Operated Welder; Sewer Pipe Layer; Water Line Installer

GROUP 5: Air Track & Wagon Drillman; Concrete Finisher; Dynamite & Powder Man

GROUP 6:
A. Bottom Man; Concrete Man
B. Concrete Headman
C. Miner or Header Man
D. Mucker & Tunnel Laborer

POWER EQUIPMENT OPERATORS (Cont'd) 3 of 3

Group 3: Assistant Plant Engineer; Base Paver (Jersey or similar type machine); Concrete Finishing Machine; Concrete Mixer - less than 21 cu. ft.; Curb Machine; Farm Tractor - including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fireman (on boiler); Hoist (one drum); Operator, 5 pieces of minor equipment; Paving Breaker; Power Broom, self-propelled; Roller (Earth and Sub-base material); Slurry Seal Machine; Spike Machine (R.R.); Tamper - Multiple Vibrating - Earth and Sub-base material); Throttle Valve; Throttle Valve and Fireman combination on horizontal or upright boiler; Tractaire with Drill; Tractor - 50 H.P. or over; Well Point System; Widener (Apsco or similar type)

Group 4: Air Compressor; Assistant to Engineer - Oiler; Automatic Dry Batch Plant; Bituminous Distributor; Bituminous Patching Tamper; Belt Spreader; Broom and Belt Machine; Chair Cart (self-propelled); Coleman Type Screen; Conveyor (portable); Deck Hand; Digger Post Hole (power-driven); Fork Lift - under 10 ton; Form Grader; Form Tamper (motor driven); Generator; Greaser Helper; Hetherington Driver; Hetherington Helper; Hydra Seeder; Mechanics Helper; Mechanical Heater; Operator 1 thru 4 pcs. of minor equipment; Outboard or Inboard Motor Boat; Power Curing Spraying Machine; Power Saw - Concrete (power driven); Pug Mill; Pull Broom (power type); Seaman Tiller; Straw Blower or Brush Mulcher; Striping Machine, Paint (motor driven); Sub-grader; Tractaire; Tractor (below 50 H.P.); Truck Crane Oiler - Driver; Spreader; Water Pump; Welding Machine - 2 of 300 amps or over

DECISION NO. IN79-2060

POWER EQUIPMENT OPERATORS (Tunnel & Sewer Construction)	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Adams, Allen, Blackford, DeKalb, Huntington, Jay, Steuben, Wells, & Whitley Counties:					
GROUP I	$11.57	.75	.65		.10
GROUP II	10.23	.75	.65		.10
GROUP III	9.65	.75	.65		.10
GROUP IV	8.59	.75	.65		.10
Benton, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Johnson, Madison, Marion Miami, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wabash, Wayne & White Counties:					
GROUP I	12.50	.55	.65		.10
GROUP II	11.50	.55	.65		.10
GROUP III	9.60	.55	.65		.10
GROUP IV	8.50	.55	.65		.10

CLASSIFICATIONS

Group 1: Air Compressor (pressurizing Shafts, Tunnels and Divers); Air Tugger; Auto Patrol; Back Filler; Backhoe; Boom Cat; Boring Machine; Bull Dozer; Caisson Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum); Concrete Plant; Concrete Pump; Crane with all attachments; Crane - electric overhead; Derrick; Dual Purpose Truck (pitman type); Ditching Machine (18" and over); Dredge; Elevators (when hoisting material or tools); Fork Lift; Form-less Paver; Generator (power for Welders or Compressors); Gradall; Helicopter; Helicopter Winch Operator; High Lift - Front End Loader; Hoist; Locomotive and/or Dinky Engine; Mechanic on job site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop and Tractor; Scraper - rubber tired; Spreader - tractor mounted; Straddle Carrier - Ross type; Sub Base Finish Machine (C.M.I. or similar); Tower Crane; Tractor with Backhoe (1/2 yard and over); Trench Box - power driven; Tunnel Shield; Welder (craft)

DECISION NO. IN79-2060

Group 2: A-Frame Truck; Batcher Plant (Automatic Dry Batch); Bending Machine - power driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tamper - self-propelled; Concrete Mixer (21 cu. ft. or over); Concrete Spreader - power driven; Ditching Machine (less than 18"); Drilling Machine; Finish Machine and Bull Float; Finishing Machine; Fireman - Pile Driving and Boilers; Gunite Machine; Head Greaser; Mesh Depresser - Mesh Placer; P.C.C. Concrete Belt Placer; Roller - Asphalt, Stone and Sub Base; Rotary Drill; Sheepsfoot Roller - self-propelled; Shop Mule; Spreader or Base Paver - self-propelled; Sub Grader; Throttle Valve with Air Compressor or Boiler; Tractor with Backhoe (under 1/2 yard); Tractor - High Lift, farm type; Tractor, industrial type; Tractor with Winch; Well Points; Winch Truck

Group 3: Air Compressor (210 cu. ft. and over); Bituminous Distributor; Chair Cart; Concrete Curing Machine; Concrete Saw; Dope Pot, power agitated; Flex Plane; Form Grader; Hydrohammer; Jacks - Hydraulic, power driven; Minor Equipment Operator 2, 3, 4 or 5; Paving Joint Machine; Post Hole Digger; Roller, earth; Throttle Valve; Track Jack, power driven; Tractor, farm type; Truck Crane Driver

Group 4: Air Compressor (less than 210 cu. ft.); Concrete Mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical Heater; Oiler; Power Brooms; Pump Welding Machine; Helpers

POWER EQUIPMENT OPERATORS
(Sewer, Tunnel, & Water Construction)

Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, & Washington Counties

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Group 1	$10.25	.40	.45		.00
Group 2	9.15	.40	.45		.00
Group 3	7.91	.40	.45		.00

DECISION NO. IN79-2060

CLASSIFICATIONS

Group 1: A-Frame Winch Truck; Air Compressor, 900 cu. ft. and over; Air Tugger; Auto-grade (CMI); Auto Patrol; Backhoe; Ballast Regulator (RR); Batcher Plant (electric control concrete); Bending Machine (Pipe); Bituminous Plant; Bituminous Mixer Travel Plant; Bituminous Paver; Roller; Bulldozer; Cable Way; Chicago Boom; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Paver; Concrete Pump (Crete); Crane; Craneman; Crusher Plant; Derrick; Derrick Boat; Dinkey; Dope Pots (Pipeline); Dragline; Dredge Operator; Dredge Engineer; Drill Operator; Elevating Grader; Elevator; Ford Hoe (or similar type equipment); Forklift; Formless Paver; Gantry Crane; Gradeall; Grademan; Grout Pump; Helicopter Crew; Hetherington Paver; Highlift; Hoist; Hopto; Hough Loader (or similar type); Hydro Crane; Hydro Hammer; Locomotive Crane; Locomotive; Mechanic; Mobile Mixer; Motor Crane; Mucking Machine; Multiple Tamping Machine (RR); Overhead Crane; Pile Driver; Pulls; Push Dozer; Push Boats; Roller (Sheepfoot); Ross Carrier; Scoop; Shovel; Side Boom; Swing Crane; Tail Boom; Tar Machine (Pipeline); Throttle Valve; Tower Crane; Trench Machine; Welder, heavy duty; Truck Mounted Concrete Pump and Drill; Well Point; Whirleys

Group 2: Air Compressor (up to 900 cu. ft.); Brakeman; Bull Float; Concrete Mixer (over 10S and under 21S); Concrete Spreader or Puddler; Deck Engine; Electric Vibrator Compactor (earth or rock); Finishing Machine; Fireman; Greaser (on grease facilities servicing heavy equipment); Material Pump; Motor Boats; Portable Loader; Post Hole Digger; Power Broom; Rock Roller; Roller-wobble Wheel (earth and rock); Spike Machine (RR); Seaman Tiller; Spreader Rock; Sub-grader; Tamping Machine; Welding Machine; Widener (Apsco or similar type)

Group 3: Bituminous Distributor; Cement Gun; Concrete Saw; Conveyor; Deck Hand Oiler; Drill Helpers; Earth Roller; Form Grader; Generator; Guard Rail Driver; Heater; Oiler; Paving Joint Machine; Steam Jenny; Truck Crane Oiler; Vibrator; Water Pump

POWER EQUIPMENT OPERATORS

1 of 2

(Tunnel & Sewer Construction)
Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, & Warren Counties:

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP I	$12.40	.55	.75		.08
GROUP II	12.30	.55	.75		.08
GROUP III	12.10	.55	.75		.08
GROUP IV	8.00	.55	.75		.08

CLASSIFICATIONS

GROUP I Master Mechanics

GROUP II Utility Operator

GROUP III Power Cranes; Dragiines; Derricks; Electric Overhead Cranes; Shovels; Gradall; Mechanics; Repair and Maintenance of all Equipment; Tractor Highlift; Fork lifts; Tournadozer; Mixer over 14S Capacity; Tournamixer; Two Orum Machine or Two Cage Hoists; Cableways; Tower Machines; Motor Patrol; Boom Tractor; Boom or Winch Truck; Truck Crane; Tournapull; Tractor operating Scoops; Bulldozer; Push Tractor; Finishing Machine on Asphalt; Large Rollers & Rollers on Asphalt; Gravel; Macadam and Brick Surface; Ross Carrier or similar Machine; Gravel Processing Machine; Asphalt Plant Engineer or Pug Mill; Two Air Compressors; Hetherington Paver Operator; Farm Tractor with half Yard bucket and/or Back Hoe Attachment; Trench Machines cutting over 24"; Dredging Equipment; Central Mix Plant Engineer; CMI or similar type Machine; Concrete Spreader; Cherry Picker; Standard or Oinkey Locomotives; Scoopmobiles; Euclid Loader; Soil Cement Machines; Back Filler; Elevating Machine; Power Blade; Asphalt Plant Engineer; Weil Orilling Machines; Paint Machine; Pipe Cleaning Machines; Pipe Wrapping Machine; Pipe Bending Machine; Apsco Paver; Boring Machine; Tractor Without Winch; Head Equipment Greasers; Barber Green Loaders; Formless Paver; Weil Point System Hydra Ax; Resco Concrete Saw; Marine Scoops; Brush Mulcher; Brush Burner; Mesh Placer; Tree Mover; Heilcopter Crew (3); Pile Oriver Skid or Crawler; Stump Remover; Root Rake; Tug Boat Operator; Refrigerating Machine Freezing Operator; Chair Cart - Self Propelled; Mydra Seeder; Straw Blower; Concrete Mixers with Skip; all one Orum Moista with Tower or Boom; Dredge Engineer; Oredge Operator; Rock Spreader; Truck or Skid Mounted Tower Crane; Engine or Rock Crusher Plant; Boiler Operator; Concrete Plant Engineer; Loaders; Mydra Crane Caissons; Shaft or any similar type Orilling Machine; Concrete Curb Machine - Self Propelled; Winch or Hydraulic Boom Truck

POWER EQUIPMENT OPERATORS

2 of 2

GROUP IV Mixers 14S capacity or less; Trench Machine cutting 24" and under; Farm Tractor with less than half yard bucket and other Attachments except Back Hoe; Truck Crane Oiler; Power Subgrader; Buil Float; Form Grader; Finishing Machine; Pavement Breaker; Rock Crushers; One Orum Machine; One Air Compressor; Concrete Pump; Gunite Machine; Air Tuggers; Truck Crane Orivers; House Elevators when used for hoisting Material; Two to Four Generators or Welding Machine; Mechanized Heaters irrespective of Motor Power when used for temporary heat; Small Rollers on Earth; Engine Tenders; Firemen; Wagon Orill; Flexplane; Conveyor; Two to Four Water Pumps; Siphon and Pulsometer; Switchman on Paint Pots; Fireman on Asphalt Plants; Oistributor Operator on Trucks; Tampers; Power Broom; Post Hole Digger; Self-propelled Concrete Saw; Striping Machine (Motor Oriven); Form Tamper; Seaman Tiller; Bulk Cement Plant Equipment Greaser; Track Jack; Mud Jack; Operator to do Winter Repair Work in Shop between November 1st and March 1st; Concrete Buggies motor driven; Oilers; Barrel Type Mixer; One Welding Machine or One Water Pump; Air Valves or Steam Valves from Plant; Concrete Mixers without Skip; Curing Machine; Concrete & Blacktop Curb Machine; Deck Hands

Cranes with booms from 149 ft. to 199 ft. including jib, receive additional $.75 per hour
Cranes with boom over 199 ft. including job receive additional $1.25 per hour.

DECISION NO. 1N79-2060

POWER EQUIPMENT OPERATORS (Tunnel & Sewer Construction) Jasper, Newton, Pulaski, & Starke Counties	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Group 1	$13.20	$1.10	$1.10		.05
Group 2	12.70	1.10	1.10		.05
Group 3	11.15	1.10	1.10		.05
Group 4	10.15	1.10	1.10		.05

CLASSIFICATIONS

Group 1: Mechanic; Asphalt Plant; Autograde; Batch Plant; Benoto (requires two engineers); Boiler and Throttle Valve; Boring Machine (Mining Machine); Caisson Rigs; Central Redimix Plant; Combination Backhoe, Front End Loader with Backhoe Bucket, over 1/2 cu. yd.; Combination Tugger Hoist and Air Compressor; Compressor and Throttle; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Paver 27E cu. ft. and under; Concrete Pump with Boom (truck mounted); Concrete Tower; Cranes, all; Cranes, Hammerhead Tower; Creter Crane; Derricks, all; Derricks, traveling; Forklift - Lull type; Forklift - 10 ton and over; Hoists, one, two, and three drum; Hoist, two tugger, one floor; Hydraulic Boom Truck; Locomotive, all; Motor Patrol; Mucking Machine; Pile Drivers and Skid Rig; Pit Machines; Prestress Machine; Pump Cretes and similar types; Rock Drill (self-propelled); Rock Drill (truck mounted); Slipform Paver; Straddle Buggies; Tractor with Boom and Side Boom; Trenching Machine; Winch Tractors

Group 2: Asphalt Spreader; Boilet; Dulldozers; Combination Backhoe, Front-end Loader with Backhoe Bucker, 1/2 cu. yd. and under; Grader, Elevating; Greaser Engineer; Grouting Machinos; Highlift Shovels or Front Endloader; Hoist, automatic; Cowboy Drilling Machines; Hoists, all elevators; Hoists, Tugger, single drum; Post Hole Digger; Rollers, all; Scoops - tractor drawn; Stone Crushers; Tournapull; Winch Trucks

Group 3: Concrete Mixer (2 bag and over); Conveyor, portable; Steam Generators; Tractors, farm and similar type; Air Compressor - small, 150 and under (1 to 5 not to exceed a total of 300 ft.); Air Compressor - large, over 150; Combination - small equipment operator; Forklift - under 10 tons; Generators; Pumps (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 electric Drill Winches

Group 4: Heaters, Mechanical (1 to 5); Oilers & Switchman

DECISION NO. 1N79-2060

TRUCK DRIVERS:	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP A	$ 9.805	31.00a	37.00a		
GROUP B	9.755	31.00a	37.00a		
GROUP C	9.705	31.00a	37.00a		
GROUP O	9.655	31.00a	37.00a		
GROUP E	9.605	31.00a	37.00a		
GROUP F	9.555	31.00a	37.00a		
GROUP G	9.505	31.00a	37.00a		
GROUP H	9.455	31.00a	37.00a		
GROUP I	9.405	31.00a	37.00a		
GROUP J	9.355	31.00a	37.00a		
GROUP K	9.305	31.00a	37.00a		
GROUP L	9.205	31.00a	37.00a		

CLASSIFICATIONS

GROUP A - Acey Wagons over 3 Buckers

GROUP B - Acey Wagons to and including 3 Buckets

GROUP C - Tandem-tandem Semi-Trucks; Truck Mechanics and Welders; Heavy Equipment Type Water Wagon over 5,000 Gallons; Tri-Axle Trucks pulling Tilt-Top Trailers; Low Boys, Tandem-tandem Axle

GROUP O - Tri-Axle Trucks; Tandem Axle Trucks; Equipment not self loaded or pusher loaded such as Kochring or similar Dumpster, Track Truck, Euclid Bottom Dump and Hug Bottom Dump, Tournatrailers, Tournarockers, Athey Wagons, or similar equipment over 12 cu. yd.; Tandem Axle Trucks pulling Tilt-Top Trailers; LowBoys; Tandem Axle Tri-Axle Batch

GROUP E - Tandem "Dog-Legs" Trucks; Semi-Water Trucks; Sprinkler Trucks; Heavy Equipment Type Water Wagons 5,000 Gallons & Under

GROUP F - Truck Mounted Pavement Breakers; Tandem Trucks over 15 Ton Payload; Single Axle Semi-Trucks; Farm Tractors hauling material; Equipment not self loaded or Pusher loaded such as Koehring or similar Dumpster, Track Truck, Euclid Bottom Oump and Hug Bottom Oump, Tournatrailers, Tournarockers, Athey Wagons or similar equipment 12 cubic yds. & under; Mixer Trucks, All Types; Single Axle Trucks pulling Tilt-Top Trailer; Lowboys, Single Axle .

GROUP G - Tandem Axle Fuel Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)

GROUP H - Single Axle Dog-Legs; Tandem Trucks or Dog Legs; Winch Trucks or A Frames used for Transportation; Batch Trucks Wet or Dry over 3 (34E) Batches-Grease and Maintenance Truck Servicing Tandem Axle Trucks

GROUP I - Single Axle Fuel Trucks; Single Axle Water Trucks; Bituminous Distributors, (two man)

GROUP J - Single Axle Straight Trucks; Wet or Ory 3 (34E) Batches or less; Grease & Maintenance Trucks servicing Single Axle Trucks

GROUP K - Helpers; Greasers; Tire men; Batch Board Tenders

GROUP L - Pick-Up trucks

FOOTNOTE: a-PER WEEK PER EMPLOYEE

Statewide, except Clark, Crawford, Dearborn, DuBois, Floyd, Fountain, Gibson, Harrison, Jackson, Jefferson, Miami (Peru & Grissom AFB), Perry, Pike, Posey, Scott, Spencer, Switzerland, Vanderburgh, Vermillion, Warren, Warrick Washington, & Clinton (Frankfort) Counties

LINE CONSTRUCTION EXCLUSIVE OF CALUMET AREA	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	Education and/or Appr. Tr.
Linemen; Technicians	$11.42	.45	3%		.5%
Equipment Operators	8.92	.45	3%		.5%
Powder and Equipment Mechanic	8.72	.45	3%		.5%
Senior Groundman Truck Driver w/	7.45	.45	3%		.5%
Groundman Truck Driver with winch	7.16	.45	3%		.5%
Groundman Truck Driver w/o winch	6.28	.45	3%		.5%
Senior Groundman after 5 years	7.15	.45	3%		.5%
Senior Groundman after 12 months	6.96	.45	3%		.5%
Groundman 0-12 months	5.89	.45	3%		.5%
CALUMET AREA					
Linemen; Technicians	11.99	.45	3%		.5%
Equipment Operators	9.37	.45	3%		.5%
Powderman and Equipment Mechanic	9.16	.45	3%		.5%
Senior Groundman Truck Driver w/	7.82	.45	3%		.5%
Groundman Truck Driver with winch	7.52	.45	3%		.5%
Groundman Truck Driver w/o winch	6.59	.45	3%		.5%
Senior Groundman after 5 years	7.51	.45	3%		.5%
Senior Groundman after 12 months	7.31	.45	3%		.5%
Groundman 0-12 months	6.18	.45	3%		.5%
Clark, Floyd, Harrison, Jackson, Jefferson, Scott, & Washington Counties:					
Linemen; Line Truck Driver; Mechanized Equipment Operators	13.30	.50	3%+.60		
Crawford, DuBois, Gibson, Perry, Pike, Posey, Spencer, Vanderburgh, & Warrick Counties:					
Linemen; Line Truck Operators; Hole Digger; Stool Handling Cable Splicer	13.45	.50	3%+.60		.5%
Truck Driver	12.40	.50	3%+.60		.5%
Groundman	12.09	.50	3%+.60		.5%

DECISION NO. IN79-2060

LINE CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	Education and/or Appr. Tr.
Fountain, Vermillion, & Warren Counties:					
Linemen; Groundman Equipment Operator	$12.62	.50	3%+.50		.5%
Groundman Truck Driver With Winch	10.26	.50	3%+.50		.5%
Groundman Truck Driver Without Winch	9.60	.50	3%+.50		.5%
Groundman	9.09	.50	3%+.50		.5%
Clinton (Frankfort Only) & Miami (Peru & Grissom AFB Only) Cos.:					
Linemen; Heavy Equipment Operators "A"	12.38	.45	3%		.5%
Cable Splicers	13.46	.45	3%		.5%
Heavy Equipment Operators "B"	9.98	.45	3%		.5%
Powderman; Equipment Mechanic	9.75	.45	3%		.5%
Senior Groundman - Truck Driver With Winch	8.17	.45	3%		.5%
Groundman - Truck Driver With Winch	7.82	.45	3%		.5%
Senior Groundman After 5 Years	7.79	.45	3%		.5%
Senior Groundman After 12 Months	7.56	.45	3%		.5%
Groundman - Truck Driver Without Winch	6.99	.45	3%		.5%
Groundman 0 to 12 Months	6.47	.45	3%		.5%

DECISION NO. IN79-2060

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
LINE CONSTRUCTION					
Dearborn & Switzerland Counties					
Up to & including 18 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio					
Linemen; Operator all mechanized equipment operators	$13.50	.70	3%+.60		.5%
Groundmen	10.13	.70	3%+.60		.5%
Over 18 up to & including 21 mi radius of Hamilton Co., Court House, Cincinnati, Ohio					
Linemen; Operators all mechanized equipment operators	13.80	.70	3%+.60		.5%
Groundmen	10.35	.70	3%+.60		.5%
Over 21 up to & including 25 mi radius of Hamilton Co., Court House, Cincinnati, Ohio					
Linemen; Operators all mechanized equipment operators	13.90	.70	3%+.60		.5%
Groundmen	10.43	.70	3%+.60		.5%
Over 25 mi radius of Hamilton Co., Court House, Cincinnati, Ohio					
Linemen; Operators all mechanized equipment operators	14.05	.70	3%+.60		.5%
Groundmen	10.54	.70	3%+.60		.5%

STATE: Texas COUNTY: El Paso
DECISION NO.: TX79-4045 DATE: Date of Publication
Supersedeas Decision No. TX79-4004, dated January 5, 1979, in 44 FR 1673.
DESCRIPTION OF WORK: Building Projects (does not include single family homes & garden type apartments up to & including 4 stories). (Use current highway general wage determination for Paving Incidental to Building Construction).

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ASBESTOS WORKERS	$ 8.86	.57	1.30		.03
BOILERMAKERS	11.05	.80	1.00		.02
BRICKLAYERS; BLOCKLAYERS; ROCK MASONS; STONEMASONS	8.10	.67	.20		.05
CARPENTERS:					
Carpenters	8.74	.77			.03
Millwrights & piledrivermen	9.29	.77			.03
Stationary radial arm power saw operator	8.92	.77			.03
Floor layers	8.74	.77			.03
CEMENT MASONS	7.35	.77	.25		.03
ELECTRICIANS:					
Electricians	9.85	.45	3%		1/10%
Cable splicers	10.10	.45	3%		1/10%
ELEVATOR CONSTRUCTORS:					
Mechanics	8.68	.895	.69	4%+a+b	.035
Helpers	70%JR	.895	.69	4%+a+b	.035
Helpers (Probationary)	50%JR				
GLAZIERS	7.29	.30	.10		.02
IRONWORKERS	9.30	.55	1.40		.15
LABORERS:					
GROUP 1 - Powderman or blaster	6.71	.63	.40		
GROUP 2 - Outside wagon drill; wagon drill tender; miner	6.46	.63	.40		
GROUP 3 - Cement gun or gunite; mason tender; mortar mixer; machine man; track man; chuck tender	6.21	.63	.40		
GROUP 4 - Pipelayer, main sewer and drainage	6.09	.63	.40		
GROUP 5 - Jackhammer operator, asphalt raker; asphalt or pot man	5.96	.63	.40		
GROUP 6 - Common, flag man	5.81	.63	.40		
LATHERS	8.98				.01
LINE CONSTRUCTION:					
Lineman-Technician; Equipment op.	9.85	.45	3%		1/10%
Cable splicers	10.10	.45	3%		1/10%
Groundman	75%JR	.45	3%		1/10%
Groundman (less than 6 months)	50%JR	.45	3%		1/10%

68-82-26 H.I.
10/3/79

CONTRACT

THIS CONTRACT, by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works and Indiana University, Bloomington, Indiana, WITNESSETH THAT:

Whereas:	The City of Fort Wayne has identified a need to analyze its process and drinking water to ascertain the presence of trace organic chemicals
And Whereas:	Indiana University (hereinafter referred to as I.U.) has the resources and expertise required to perform such a study;
Now Therefore:	Under the applicable laws of the State of Indiana this contract is hereby entered into and will be performed to conduct a study investigating trace organics in the City of Fort Wayne's process and drinking waters as follows:

Article I - Work Statement

Indiana University will assign the Environmental System Application Center, School of Public and Environmental Affairs to perform necessary work under this contract. I.U.'s proposal (as revised 7-15-79) and included work statement is hereby incorporated into this contract and made a part thereof.

Article II - Period of Performance

The period of performance under this contract shall be fourteen (14) months commencing the 15th day of Sept., 1979.

Article III - Consideration

This shall be a cost-reimbursable contract and shall not exceed $8,759. Deviations as approved by the Board of Public Works in line item amounts shown in the research proposal are permissible so long as the total amount of expenditures does not exceed $8,759.

The City of Fort Wayne will reimburse I.U. for costs incurred under this contract no more frequently than once a month and then only after receipt of an expenditure invoice from I.U. The final invoice shall be submitted to the City of Fort Wayne no later than 90 days after termination of this contract.

Article IV - Allowable Costs

The City of Fort Wayne shall reimburse I.U. for reasonable and necessary costs incurred in the performance of this contract up to the amount of $8,759. "Allowable costs" are those costs considered to be allowable under applicable State laws and regulations.

Article V - Records and Audit

I.U. shall maintain and have available for audit by the City of Fort Wayne or its designated representative during normal business hours appropriate financial records and all records, findings, reports and information developed under this contract for a period of three (3) years following contract termination.

Article VI - Termination

This contract may be terminated by either party providing the other party receives written notice thirty (30) days prior to the effective date of termination. However, the City of Fort Wayne shall reimburse I.U. for all costs and noncancelable commitments incurred prior to the effective date of such termination.

Article VII - Non-Discrimination and Affirmative Action

I.U. shall not discriminate against any employee, applicant for employment, student or applicant for admission on the basis of race, sex,

religion, or national origin. Acceptance of this contract signifies full compliance on the part of I.U. with Title VI and Title VII of the Civil Rights Act of 1964 and Title IX of the Higher Education Act of 1972. I.U. insures that no person shall on the grounds of race, religion, national origin, or sex be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.

I.U. further agrees:

1. to abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this contract.
2. to take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Re-Adjustment Act of 1974, and regulations issued pursuant to those acts which are incorporated by reference and made a part of this contract.
3. toabide by General Ordinance No. G-34-78 (as amended), an Ordinance amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 (copy attached).
4. to insure equal opportunity to the extent that during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued purusant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article VIII - Financial Reports

I.U. agrees to provide the City of Fort Wayne with a statement of disbursements by budget category for the period covered by this contract. This report shall be due within ninety (90) days after the termination date and shall reflect any unexpended funds and will be certified correct by a duly authorized I.U. employee.

Article IX - Progress Reports

I.U. will provide the City of Fort Wayne with four (4) letter-type progress reports which will at a minimum include the following:

a. Results of analyses made during the reporting period.

b. Problems or delays experienced by the Contractor in the conduct of his service.

c. Specific action that the contractor has taken or would like the City of Fort Wayne to undertake to alleviate a problem.

d. Activities anticipated during the next reporting period.

e. Personnel additions and changes.

f. Budgetary information as needed.

A comprehensive final report will be submitted to the City of Fort Wayne fourteen (14) months after the start of the project.

Article X - Successors and Assignees

The City of Fort Wayne, insofar as authorized by law, binds itself and its successors, and I. U. binds its successors, executors, administrators and assignees to the other party of this contract and to the successors, executors, administrators and assignees of such other party, as the case may be, insofar as authorized by law, in respect to all covenants of this contract. Except as above set forth, neither the City of Fort Wayne nor I.U. shall assign, sublet or transfer its or their interest in the contract without the consent of the other.

Article XI - Changes or Modification

Changes of modifications to this contract are allowed and shall be in writing, signed by both the City of Fort Wayne and I.U.

As evidence of their intent to enter into this contract the duly authorized officials of the City of Fort Wayne and Indiana University do hereby set their hand.

Robert E. Armstrong, Mayor
City of Fort Wayne
Date:

J. D. Mulholland, Treasurer
Indiana University
Date: 9/25/79

Attest:

Ursula Miller, Clerk
City of Fort Wayne

William Farquhar, Director
Contract Administration

Approved as to legality and form:

Board of Public Works

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

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68-82-23 H.I.
10/3/79

POLICY AND PROCEDURE
for
INSTALLATION AND COLLECTION OF COSTS
for
NEW WATER SERVICE CONNECTIONS
INSTALLED
PRIOR TO OWNER REQUESTING INSTALLATION

Approved and Adopted
by
Board of Public Works
City of Fort Wayne, Indiana
on
October 3, 1979

WTRRP
Job E

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POLICY AND PROCEDURE
for
INSTALLATION AND COLLECTION OF COSTS
for
NEW WATER SERVICE CONNECTIONS
INSTALLED
PRIOR TO OWNER REQUESTING INSTALLATION

Through the course of installation of water service connections for residential purposes in new subdivisions and in rapidly developing areas, it is apparent the Fort Wayne Water Utility can, at a reduced cost, install additional connections for an adjacent lot or for a lot across the street, for which no order has been received. Therefore, the following procedure is established to efficiently and economically install new water service connections and to reduce repeated trips to a common area to install two or more taps within a short period of time:

I. Upon receipt of an order to install a water service connection for a lot or parcel of land, and upon arriving at the site for such installation, if the crew foreman of the Water Maintenance & Service Department determines an adjacent lot or a lot across the street is about to require a connection, he will report the circumstances to his supervisor. When authorized, the foreman will proceed with the installation of the original connection ordered plus the additional connection(s), keeping proper records of the materials, equipment and labor used for each connection for future records and cost accounting purposes.

II. Within two (2) days after the installation of the additional service connection(s) the Water Maintenance & Service Department shall notify the New Water & Sewer Service Department that such additional water service connection(s) has (have) been installed, giving the location of the installation so a service order can be issued for the additional connection(s).

III. Upon receipt of notice from Water Maintenance & Service Department, the New Water & Sewer Service Department will issue a service order for each additional service connection, with copy of such order(s) provided to the Water Engineering, Accounting and Water Maintenance & Service Departments for record and accounting purposes.

IV. The Water Engineering Department shall then prepare and mail a letter to the last known owner of the property informing same that the cost of such service connection will be recorded as a charge against the property unless the owner elects to make immediate payment for same.

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V. If the Water Engineering Department does not receive favorable response from the notification letter to the last known owner, the Department will prepare, execute and record a "Notice" of such charge against the property with the Office of the Recorder of Allen County, State of Indiana. Such "Notice" shall be signed by the Chief Engineer or the Investigative Assistance Supervisor of the Water Engineering Department.

VI. Water Engineering Department will also advise the Water Maintenance & Service Department not to set a water meter at the location of such service connection unless and until clearance has been verified through the Water Engineering Department that payment has been received for said connection.

VII. The Water Engineering Department shall monitor, through a representative periodically visiting the sites of such service connection installations, to ascertain if construction is taking place on the properties for which service connections have been installed but payment not received. Upon observing it is evident a water service connection will be needed within a reasonable time, the Water Engineering Department will notify the builder/owner/plumber, or whatever combination thereof the Engineering Department can identify, that a service connection has been installed and a fee is due if the connection is to be used for supply to a given property.

VIII. Fees collected for the cost of installation of such water service connections will be deposited with the New Water & Sewer Service Department and forwarded to the Utility's Accounting Department for proper credit against costs previously advanced and paid by the Utility. Upon receipt of such fees, the New Water & Sewer Service Department shall inform the Water Engineering Department who, in turn, shall prepare, execute and record a release of the encumbrance against the property, signed by the Chief Engineer or Investigative Assistance Supervisor of the Water Engineering Department.

IX. As a matter of record, the Water Engineering Department will maintain a list of all water service connections installed in the above manner, for which fees have been collected, and once each month (or at other time periods as may be deemed appropriate by the Water Engineering Department) distribute a copy of such list to the Accounting Department, Water Maintenance & Service Department and New Water & Sewer Service Department, for reference and verification for accuracy against their records.

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RECOMMENDED:

D. L. Foland — 10th DAY OF September 1979

D. L. Foland, P.E.
Chief Water Engineer

RECOMMENDED:

H. A. Biggs — 14 DAY September, 1979

H. A. Biggs, P.E. City Engr.

RECOMMENDED:

E. A. Stanczak — 14 DAY OF September, 1979

E. A. Stanczak, Jr.
Gen. Superintendent, City Utilities

APPROVED AND ADOPTED:

3rd DAY OF October, 1979

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller

Ursula Miller, Clerk

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NOTICE OF INSTALLATION OF
WATER SERVICE CONNECTION

Service Order No. _____

TO WHOM IT MAY CONCERN:

WHEREAS, the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, acting by and through its Water Maintenance and Service Department and its Engineering Department, pursuant to policy adopted by the Board of Public Works of the City of Fort Wayne, Indiana, on September, 1979, for the "Installation and Collection of Costs for New Water Service Connections Installed Prior to Owner Requesting Installation," did install a _____ inch service connection, which is intended to be used to supply water service to _____ (address) on Lot No. _____, in _____ Addition.

THEREFORE, notice is hereby given that in the event the owner of the above described property should, in the future, desire to use said water service connection and supply water to the above property through it, the said owner shall be required to pay to said UTILITY the cost of the installation of said connection, which cost is $_____. The above cost shall be chargeable to the property from the date of filing of this NOTICE, and said cost is based on the prevailing rate established for the installation of such water service connections at the time of its installation. Monies so collected shall be retained by the UTILITY as reimbursement of the costs advanced by the UTILITY for the installation of said water service connection.

Said water service connection, hereinreferred to, is a part of the water works system of the said UTILITY of said City, and all rights, title and interest whatsoever, shall at all times be and remain in the City of Fort Wayne, Indiana.

_____
Date

FORT WAYNE WATER UTILITY
ENGINEERING DEPARTMENT

BY: _____

STATE OF INDIANA)
SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, 19___, personally appeared _____ to me personally known, who being by me duly sworn said that he (she) is the _____ of the Engineering Department of the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, and that he (she) signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

_____
Signature of Notary

My Commission Expires:

_____
Typed or Printed Name of Notary

_____

Prepared by:
D. L. Foland, P.E.
Chief Water Engineer
September 6, 1979

WTRRP
JOB "F"

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THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

engineering department

7th floor

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY THAT the fee for the Water Service Connection which serves _____(address) on Lot No. _____, in _____Addition, has been paid in full, and this property is hereby released from any further obligation as a result of the content of Instrument No. _____, recorded in the office of the Recorder of Allen County, State of Indiana.

BY:_____
Water Engineering Department
Room #710
City-County Building
1 Main Street
Fort Wayne, IN 46802

PREPARED BY:

D. L. Foland, P.E.
Chief Water Engineer
September 6, 1979

WTREP
JOB "G"

AN EQUAL OPPORTUNITY EMPLOYER

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THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

RE: Water Service installed for Lot # ___ in _____ Addition,
_____ (address of lot).

Dear

On _____ 19 , a _____" water service connection, Service #_____, was installed to serve the above property, which we understand you own. This service connection tap was installed in anticipation of an early need for it to serve your property.

The timing for this installation was selected when our Water Maintenance and Service Department crew, at this location, installing a similar service connection for an adjacent property, found evidence indicating a connection would be needed for your property. Also, the connection was installed at that time in order to take advantage of an economical installation, rather than making a separate trip to the site in the future, and then have to re-excavate to install a service connection solely for your property.

The charge for the service connection for your property is $_____. This is not an additional charge but the normal charge for such connections. If you desire paying for it at this time, please send the above amount to our New Water/Sewer Service Department, Room 780, City-County Building, payable to the Fort Wayne Water Utility. If you do not wish to pay for this connection now, we will record a "notice" with the Allen County Recorder that the above charge is due if and when the service connection is used. At that time, payment will become due. After receipt of payment the property and its owners will be released from further responsibility for the cost.

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If you should have any questions regarding this matter you may contact the undersigned, or _____ _____ in the Water Engineering Department, Room 710, City-County Building or by calling 423-7168.

Sincerely yours,

D. L. Foland, P.E.
Chief Water Engineer

DLF:sw

cc: Board of Public Works
New Water/Sewer Service Department
Accounting Department

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THE CITY OF FORT WAYNE
engineering department
7th floor, city-county building
one main street, fort wayne, indiana 46802

Re: Payment for Water Service Connection - Lot #_____in_____
Addition, _____(address of lot.)

Dear _____:

On _____19 , _____of Water Engineering Department made observation that construction work on the above referenced property is to the point that water service will be needed in the very near future.

A_____" Water Service Connection has already been installed for this property under our Service #_____for which the cost of installation has not been paid. You will find that a "notice" was filed with the Allen County Recorder on _____, 19 , as Instrument #_____ that the cost of $_____is due if this service connection is to be used.

Therefore, this is to advise that the above charge is to be paid at the New Water/Sewer Service Department in Room 780, City-County Building, before water service will be turned on at this location. We therefore solicit your attention to this matter at the earliest practical time.

If you should have any questions, please feel free to contact the undersigned or _____ in the Water Engineering Department, Room 710, City-County Building, or phone 423-7168.

Sincerely yours,

D. L. Foland, P.E.
Chief Water Engineer

DLF:sw
cc: Board of Public Works
New Water/Sewer Svc. Dept.
Accounting Dept.

AN EQUAL OPPORTUNITY EMPLOYER

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Memorandum

To H.A. Biggs/E.A. Stanczak/Board of Works Date 9-13-79

From D. L. Foland

Subject New Policy & Procedure - Installation and Collection of Costs - New Water Service Connection Installations Prior to Owner Requesting Same

COPIES TO:

As a result of the meeting held in Ed Stanczak's office on Friday, August 31, it was evident that a policy and procedure was needed for allowing Water Maintenance to install water service connections at certain locations and to insure the collection of fees for same.

A draft of the Policy and Procedure, along with a standard notice to be filed with the Recorder's Office for unpaid connections and a release of encumbrance to be issued after payment of fees, were prepared and have been reviewed. As a result, the final documents are attached for approval and adoption.

I request that Messrs. Biggs and Stanczak and the Board of Public Works, approve the Policy and Procedure by affixing their signatures and dates on Page 3 of the attached Policy. Once the Policy has been fully executed, please return the document to this office for copying and distribution to those departments and persons within the Utility that may be affected.

Two additional standard letters will be needed to cover the notice to the owner, builder or plumber, as indicated in Items IV and/or VII of the Policy. These letters will be prepared in the near future so that our Department can implement this Policy and Procedure.

An early response to the adoption of this document is requested so it can be implemented at the earliest possible date, thus forestalling any undesirable side effects, since we are already basically using this procedure.

Should you have any questions regarding the attached, please advise.

D. L. Foland

D. L. Foland, P. E.
Chief Water Engineer

/rcw
Attach.

CITY ENGINEER
RECEIVED
SEP 14 1979

from: D. L. Foland
to Ursula Miller date 9/24/79

Attached are drafts of the two letters you called for and that the Board desired before approving the "Procedure" for the Service Connection installations. Hope they are O.K. and that the Board will take action soon.

DLF

66 0

Note: original is with 66-106-10

68-78-17 H.I.
(66-106-10) 10/1/79

RESOLUTION NO. 6B-7B-17

WHEREAS, Citizens Cable of Fort Wayne, Inc. d/b/a Fort Wayne Cablevision is a franchisee operating pursuant to provisions of General Ordinance No. G-27-77; and

WHEREAS, Cox Broadcasting Corporation now owns the controlling stock interest (working control) in Fort Wayne Cablevision; and

WHEREAS, in a proposed transaction such working control would be transferred by Cox Broadcasting Corporation to General Electric Company, which transfer, by the terms of Section III (E) (2) of said Ordinance, requires consent of the Board of Public Works and of the Common Council of the City of Fort Wayne; and

WHEREAS, the proposed transfer will involve only a change in the entity having ultimate control of the franchise; and

WHEREAS, such transfer will not result in any change in the franchise itself nor in the management of operation of the cable television system in the City of Fort Wayne; and

WHEREAS, the Board deems General Electric Company more than qualified to assume working control of Fort Wayne Cablevision;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Public Works of the City of Fort Wayne hereby consents to the proposed transfer of Cox Broadcasting Corporation of its interest in Citizens Cable of Fort Wayne, Inc. d/b/a Fort Wayne Cablevision to General Electric Company.

2. It is expressly understood that this consent does not permit Fort Wayne Cablevision to engage in the sale or repair of television receivers.

Adopted this October 1, 1979.

Henry P. Wetzenberg

Edward W. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

WILLIAM P. SIMS
THOMAS H. WALL
EARL R. STANLEY
JOHN A. RAFTER
RICHARD L. BRAUNSTEIN
JOHN D. MATTHEWS
DONALD W. MARKHAM
CHARLES J. McKERNS
B. DWIGHT PERRY
DANIEL M. REDMOND
L. ADRIAN ROBERTS
DANIEL W. TOOHEY
BERNARD J. LONG, JR.
CHARLES H. MELEIN
ALAN C. CAMPBELL
RICHARD F. SWIFT
PATRICK M. ALLEN
RALPH W. HARDY, JR.
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FREDERICK D. COOKE, JR.
ALBERT M. TURKUS
HELEN E. DISENHAUS
CHRISTOPHER C. SMALLWOOD
ANDREW A. MERDEK
JOHN C. JOST
JOHN O. WARD *

*MEMBER
MASSACHUSETTS BAR ONLY

DOW, LOHNES & ALBERTSON
1225 CONNECTICUT AVENUE
WASHINGTON, D. C. 20036
TELEPHONE (202) 862-8000

WRITER'S DIRECT DIAL NO.

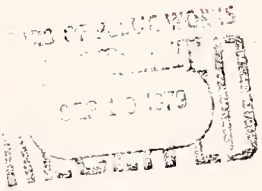
202-862-8079

FAYETTE B. DOW (1881-1962)
HORACE L. LOHNES (1897-1954)

FRED W. ALBERTSON
THOMAS W. WILSON
J. DONALD DURAND
OF COUNSEL

CABLE "DOWLOHNES"
TELEX 89-593

September 18, 1979



Board of Public Works
City County Building
Fort Wayne, Indiana 46802

Gentlemen and Mrs. La Mar:

On behalf of Citizens Cable of Fort Wayne, Inc. d/b/a Fort Wayne Cablevision ("Fort Wayne Cablevision") and pursuant to Section III(E) of General Ordinance No. G-27-77, as amended, this will request Board approval of the transaction described herein.

Fort Wayne Cablevision is 80% owned by Cox Cable Communications, Inc. ("CCCI"), which is wholly-owned by Cox Broadcasting Corporation ("CBC"). CBC and General Electric Company ("GE") have executed an Agreement and Plan of Merger (Merger Agreement) pursuant to which a wholly-owned subsidiary of GE will be merged into CBC; CBC will become a wholly-owned subsidiary of GE and will continue to operate from its present headquarters with no material change in the management and operation of the cable system. Alternatively, the Merger Agreement provides that the parties may choose to merge CBC into a GE Subsidiary (formed solely for the purpose of the Merger) with the result that the GE Subsidiary will be the surviving corporation in the Merger holding all CBC's assets and operating its business from CBC's present headquarters as a wholly-owned subsidiary of GE. In either event, upon consummation of the proposed merger, GE will become the ultimate controlling corporate entity of Fort Wayne Cablevision.

Section III(E) of General Ordinance No G-27-77, as amended, provides in part that approval of the Board is required prior to the transfer or change in working control of the franchisee (Fort Wayne Cablevision). Since ultimate control over 80% the stock of Fort Wayne Cablevision is being acquired by GE, we are hereby requesting Board approval with regard to the proposed transaction.

It is important to note that neither the franchise held by Fort Wayne Cablevision nor the operational rights thereto are being transferred or assigned. There will be no material change in the management and operation of the cable company. The citizens of Fort Wayne will continue to receive the same high quality CATV construction and service to which they have become and will become accustomed and the company will, of course, continue to comply with all of its franchise obligations. Thus, in all respects, the proposed transaction involves matters not directly affecting the operation of the cable television system in Fort Wayne. It should be noted that the state agencies to which applications for consent to the transfer of control have been submitted have approved the proposed transaction insofar as it may affect control of Cox's CATV system in those states.

Accordingly, it is respectfully requested that the Board grant its approval of the proposed transaction. A form of resolution to that effect is submitted herewith for the consideration of the City Attorney and Board. Because the proposed Merger is subject to the approval of the Federal Communications Commission, completion of the transaction is not expected until the end of the first quarter of 1980. As a result it is requested that the consent granted herein be valid for a period of sixty (60) days following the receipt of final approval of the merger from the FCC.

One additional point should be made in connection with the proposed merger. Section (D) of Fort Wayne Cablevision's franchise provides in part as follows:

> Franchisee Shall Be Prohibited From Directly or Indirectly Doing Any of the Following: (1) Engaging in business of selling at retail, leasing, or rent, repairing or servicing of television sets or radios; (2) Imposing a fee or charge for any service or repairs to subscriber-owned receiving devices except for the connection of its service or for the determination by Franchisee of the quality of its signal to the recipients thereof; (3) Soliciting, referring, or causing or permitting the solicitation or

referral of any subscriber to persons engaged in any business herein prohibited to be engaged in by the Franchisee.

Thus, by its terms, the prohibition applies only to Fort Wayne Cablevision, which does not engage in these practices. Insofar as GE is concerned, GE does not engage in the direct sale or lease of television sets to members of the general public but does sell sets to hotels, motels and other like large users. GE does maintain factory service operations ("GE Service Centers") in various parts of the country, including Fort Wayne, for the repair of General Electric television sets and numerous other appliances. However, as a matter of explicit company policy GE's CATV systems do not engage in the leasing, sale or servicing of television sets and this rigid policy will be adhered to by the Cox systems following the merger. Accordingly, Fort Wayne Cablevision does not believe that Section (D) of its franchise, which prohibits the Franchisee from selling, leasing or repairing television receivers, is applicable to the situation where one of the many business endeavors of the ultimate controlling entity (several steps removed) of the Franchisee is the servicing of television sets and where the actual Franchisee will in no way engage in such activities.

A similar letter is being sent to the Common Council since the consent of both the Board and Council is required under the terms of the Ordinance.

Should any questions arise regarding the matters discussed herein, kindly contact Mr. John Brockman, Manager of Fort Wayne Cablevision.

Respectfully submitted,

CITIZENS CABLE OF FORT WAYNE, INC.
d/b/a FORT WAYNE CABLEVISION

By _____
David P. Fleming
Its Attorney

DPF:sms
CC: William Salin, Esquire
City Attorney

67

68-74-21 H.I.
9/26/79

79- 29890

GRANT OF RIGHT OF WAY

THIS INDENTURE WITNESSETH THAT: CITY OF FORT WAYNE, DEPARTMENT OF REDEVELOPMENT, of Allen County, State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby GRANT, QUIT-CLAIM, AND CONVEY to the CITY OF FORT WAYNE, hereinafter referred to as "GRANTEE", a permanent easement and right-of-way for street purposes, along and across the following described real property, located in Allen County, State of Indiana, to-wit:

The South twenty-two (22) feet of all the following described real estate:

Lot Numbered Seven (7) of Subdivision Seventy-Seven (77) and Seventy-Eight (78) of the Original Plat of the Town (now City) of Fort Wayne, Indiana.

The South twenty-two (22) feet of the East twenty (20) feet of Lot Numbered Seventy-Nine (79) of the Original Plat of the Town (now City) of Fort Wayne, Indiana.

The South twenty-two (22) feet of the following described real estate: Part of Lot Numbered Seventy-Eight (78) in the Original Plat of the Town (now City) of Fort Wayne, described as bounded by a line commencing at a point on the South boundary line of said Lot (said South boundary line being the North boundary line of Main Street in said City), 80 feet West of the West boundary line of Calhoun Street in said City; thence running West on the South boundary line of said Lot, 20 feet; thence North parallel with Calhoun Street, 70 feet; thence East parallel with Main Street, 20 feet; thence South parallel with Calhoun Street, 70 feet to the place of beginning. ALSO, the South twenty-two (22) feet of the South seventy (70) feet of the West twenty (20) feet of Lot Numbered Seventy-Eight (78) in the Original Plat of the Town (now City) of Fort Wayne, Allen County, Indiana.

The South twenty-two (22) feet of the West forty (40) feet of Lot Numbered Seventy-Nine (79) in the Original Plat of the City of Fort Wayne, Allen County, Indiana.

The South twenty-two (22) feet of Lots Numbered Five Hundred Forty-Two (542), Five Hundred Forty-Three (543) and Five Hundred Forty-Four (544) in Hanna's Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof.

79 SEP 27 PM 1:26

DULY ENTERED FOR TAXATION
SEP 27 1979 3:
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY
INSTRUMENT M 8192

Mail - Will call

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This grant by the Grantor is given for purpose of widening Main Street between the West line of Calhoun Street and the East line of Harrison Street, in Fort Wayne, Indiana, all as disclosed in the West Main Street Renewal Project, Amended, which Urban Renewal Plan is recorded in the Office of the Recorder of Allen County, Indiana, as Document Number 78-20498, which Urban Renewal Plan is, by this reference, incorporated herein and made a part of this Grant of Right of Way.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this Grant of Right of Way.

IN WITNESS WHEREOF, City of Fort Wayne, Department of Redevelopment, has caused this Grant of Right of Way to be executed by the President of the Fort Wayne Redevelopment Commission and attested by the Secretary of said Commission this 18th day of September, 1979.

CITY OF FORT WAYNE
DEPARTMENT OF REDEVELOPMENT

By: Leonard M Weinraub
Leonard M. Weinraub, President

ATTEST:

By: Robert W Hutner
Robert W. Hutner, Secretary

Approved by the City Plan Commission
This 21 Day of Sept 1979
Gary Batton

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Personally appeared before me, a Notary Public in and for said County and State, this 18th day of September, 1979, Leonard M. Weinraub and Robert W. Hutner, known to me to be President and Secretary, respectively, of the Fort Wayne Redevelopment Commission, governing body of the City of Fort Wayne, Department of Redevelopment, and acknowledged the execution of the above and foregoing Grant of Right of Way to be their voluntary act and deed as such officers of said Commission and the voluntary act and deed of the City of Fort Wayne, Department of Redevelopment.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal.

My Commission Expires March 31, 1983, and I reside in Whitley County, Indiana.

Julia A. Zickgraf
Julia A. Zickgraf, Notary Public

This instrument prepared by Richard D. Robinson, Attorney at Law.

68-71-2 H.I. 9/25/79 68

September 25, 1979

2:50 p.m.

I, Dean F. Cutshall, hereby withdraw my bid for the Civic Center Parking Garage Revenue Bond Issue and agree that the award of the bonds should be made to Summers & Co., of Fort Wayne.

Dean F. Cutshall

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the 25 day of Sept, 1979.

Ursula Miller
Notary Public

My commission expires:
3-3-80

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68-63-5 9/19/79 H.

"WATER MAIN AND WATER SERVICE MATERIALS STANDARDS"

ENGINEERING DEPARTMENT

CITY OF FORT WAYNE, INDIANA

WATER DIVISION

SEPTEMBER, 1979

In order to be consistent and to maintain a minimum amount of repair parts, the Water Division of the Engineering Department of the City of Fort Wayne, Indiana, has adopted the following materials standards which shall be strictly adhered to in the construction, replacement, and/or repair of all water mains and all water services, between the main and curb stop, and connected to and becoming a part of the Water Works System of the City of Fort Wayne, Indiana.

These Standards shall supersede and replace all previous "Water Main and Water Service Materials Standards," including those approved by the Board of Public Works on June 6, 1963, November 28, 1973, and March 22, 1976, and any supplements or modifications thereto.

SECTION A - PIPE MATERIALS (MAINS)

Pipe materials for water mains may be one of three types; gray cast-iron pipe, ductile cast-iron pipe, or prestressed concrete cylinder pipe. Ductile cast-iron pipe shall be used in preference to gray cast-iron pipe unless otherwise approved in writing by the Chief Engineer of the Water Utility.

The following design criteria shall be used in the design of all pipe used in the construction of water mains:

SIZE	INTERNAL PRESS.* (psi)	SIZE	INTERNAL PRESS.* (psi)
4"-10"	205	24"	170
12"	195	30"	165
16"	185	36"	160
20"	175	42"-60"	155

*includes 85 psi working pressure plus allowance for surge from Table 1-10 of ANSI A-21.1 (American Water Works Association, C101), Thickness Design for Cast-Iron Pipe.

Safety Factor	2.5 (min.)
External Loading (Laying Condition "B")	Earth load plus AASHO H-20 Truck Load (incl. impact)
Trench Width	Pipe O.D. + 2.0 ft. (Max.)
Depth of cover	Min. required on basis of diameter unless otherwise shown on plans

Sec. A-1 - Gray Cast-Iron Pipe

All gray cast-iron pipe shall be centrifugally cast according to the latest revisions of ANSI Specification A21.6 (AWWA C106), in lengths not less than eighteen (18') feet long, and cement-morter lined according to the latest revisions of ANSI Specification A21.4 (AWWA C104).

All gray cast-iron pipe 20" and smaller shall be a minimum of thickness Class #22, and 24" and larger shall be a minimum of thickness Class #23 or as determined in accordance with ANSI Specification A21.1 (AWWA C101), unless otherwise designated on the appropriate drawings for a particular installation. In case there is any question as to the class pipe to be used in connection with a particular installation, it shall be the duty of the party or firm supplying the pipe to obtain written verification from the Water Engineering Department of the classification of pipe in question.

The bell end of all gray cast-iron pipe shall be cast for either a mechanical joint or for an approved slip-joint with rubber gasket, including all jointing appurtenances.

Sec. A-2 - Ductile Cast-Iron Pipe

All ductile cast-iron pipe shall be centrifugally cast according to the latest revisions of ANSI Specification A21.51 (AWWA C151), in lengths not less than eighteen (18') feet long, and cement-mortar lined according to the latest revisions of ANSI Specificaton A21.4 (AWWA C104).

All thickness shall be determined by the pipe manufacturer in accordance with ANSI Specifications A21.50 (AWWA C150) using loads imposed, based on the respective depths of cover at the various locations of the project. In case there is any question as to the class pipe to be used in connection with a particular installation, it shall be the duty of the party or firm supplying ductile cast-iron pipe to obtain written verification from the Water Engineering Department of the classification of pipe in question.

The bell end of all ductile cast-iron pipe shall be cast for either a mechanical joint or for an approved slip-joint with rubber gasket, including all jointing appurtenances.

Sec. A-3 - Prestressed Concrete Cylinder Pipe

All prestressed concrete cylinder pipe shall be manufactured to conform in all respects to the latest revisions of the American Water Works Association Standards, designated C301, for prestressed concrete cylinder pipe, furnished in lengths not less than sixteen (16') feet long (except special and closure pieces) and shall be equipped with plain rubber gaskets.

Closure pieces, with rubber gasket joints, shall be furnished as necessary for the proper construction of the water main. Measurements for lengths of closure pieces shall be made in the field after adjacent pipe sections are in place in the trench.

Sec. A-4a - Mechanical Joints for Gray and Ductile Cast-Iron Pipe

Cast iron pipe with mechanical joints, for normal water main installations, shall be complete with accessories, including corrosion resistant bolts and nuts and lead-tipped rubber gaskets, in accordance with the latest revisions of ANSI Specifications A21.11 (AWWA C111). The bolts and nuts used with this type joint shall be made in accordance with the above specifications except the material from which

they are made shall be Cor-Ten, Usalloy, Acipcoloy, or approved equal, corrosion-resistant steel.

All flexible joints used on river-crossing pipe shall be of "Usiflex" type or approved equal, and shall be equipped with plain rubber gaskets.

Sec. A-4b - Slip-Joints for Gray and Ductile Cast-Iron Pipe
Cast-iron pipe with slip-joints shall be complete with appropriate rubber gasket in accordance with the latest revisions of ANSI Specification A21.11 (AWWA C111).

Pipe with this type joint shall be furnished and installed with at least two (2) serrated brass wedges in each joint, or the rubber gasket shall be made with three or more contact strips molded into it (or other approved method) to effect conductivity of electricity across the joint for thawing purposes. The wedges or strips shall be of sufficient size and number to carry a minimum of four hundred (400) amperes of direct current and voltage drop not to exceed one-tenth (1/10) of one (1) volt per joint, and there shall be no perceptible temperature rise and no evidence of smoking, arcing or fuming.

SECTION B - FITTINGS (MAINS)

Fittings shall be of a type corresponding to the type of pipe materials used in the particular main extension.

Sec. B-1 Fittings used with Gray Cast-Iron Pipe
If a water main is constructed of gray cast-iron pipe, all fittings shall be mechanical joint or slip-joint gray cast iron, made in accordance with the latest revisions of ANSI Specification A21.10 and A21.11 (AWWA C110 and C111), and equipped with mechanical joints or slip-joints in accordance with Section A-4a or A-4b of these Materials Standards, and cement-lined according to the latest revisions of ANSI Specification A21.4 (AWWA C104).

Sec. B-2 - Fittings used with Ductile Cast-Iron Pipe
If a water main is constructed of ductile cast-iron pipe, all fittings shall be mechanical joint or slip-joint ductile or gray cast-iron, made in accordance with the latest revisions of ANSI Specification 21.10 and 21.11 (AWWA C110 and C111), and equipped with mechanical or slip-joints in accordance with Section A-4a or A-4b of these Materials Standards, and cement-lined according to the latest revisions of ANSI Specification A21.4 (AWWA C104).

SECTION C - VALVES (MAINS)

Valves used in the construction of water mains shall be one of two types, depending on their size. Those valves twelve (12") inches and smaller in size shall be vertical gate valves and those valves sixteen (16") inches and larger shall be butterfly type.

Each valve shall be equipped with a standard valve box.

Sec. C-1 - Gate Valves
All gate valves shall be cast-iron body made in accordance with the latest revisions of American Water Works Association Standard, designated C500; complete with mechanical joints and accessories in accordance with Section A-4a of these Materials Standards; coated inside and outside with standard bitumastic coating

for water mains; shall open by turning right (clockwise); shall be equipped with O-ring packing, double-gates with parallel seats, and a two (2) inch operating nut; and the Stems, Stem Nuts, Seat Rings, Gate Rings, Wedges, and Hooks shall be made of 85-5-5-5% waterworks bronze.

The following valves, or approved equals, are the only valves which will be accepted for use in connection with the installation of water mains:

Brand Name	Catalog No.
Eddy-Iowa	Clow No. F-5065
American Darling	No. 55
Kennedy	No. 571 X
Mueller	No. A-2380-21

Sec.C-2 - Butterfly Valves

All butterfly valves bid on and supplied to the Fort Wayne Water Utility, shall be manufactured in accordance with the latest revision of American Water Works Association Standard, designated C504. They shall be coated inside and outside with standard bitumastic coating for water mains. The body, disc, shaft, seats, bearings, and operators shall be designed based on Class 150B and may be of the short or long body type. The Seat-ring shall be made of rubber, located in the body or on the disc, and shall be adjustable and field replaceable in sizes 30" and larger. Where the rubber seat-ring is placed on the disc, the valve shall also be equipped with a stainless steel seat in the body of the valve. The shaft may be of the through type or stub type and shall be marked on the end to indicate the position of the valve disc with respect to the shaft.

The valve disc shall be of the corrosion-resistant alloy-cast-iron. The valves shall be equipped with a stainless steel stop in the body to prevent the disc from rotating through the closed position. The shaft seals shall be of the "split-V" or "Chevron" type. The operator shall be permanently lubricated and sealed for buried service and shall be equipped with a two (2) inch square operating nut. The operator shall be constructed such that the valve will open when the nut is turned to the right or in a clock-wise direction. Operators for valves sixteen (16) inches and twenty (20) inches in size may be of the traveling-nut or worm gear type. Operators for twenty-four (24) inch and larger valves shall be of the worm gear type. A "Positive Additive Stop" may be included, if required by the owner, as an alternate and mounted on top of the gear reducer, prior to any mechanical advantage produced by the gear reducer, limiting the input to the gear reducer to 1,500 foot-pounds.

All screws, bolts, and/or nuts used in the assembly of the valve and exposed to the soil, when buried, shall be made of an acceptable corrosion-resistant material, not plated or dipped.

In addition to the above, those butterfly valves used in connection with gray cast-iron or ductile cast-iron pipe shall be equipped with standard mechanical joint ends, and those butterfly valves used in connection with prestressed concrete pipe shall be equipped with "Victualic" ends, unless specified differently in the plans and/or detailed specifications. Installation shall be in accordance with the latest revisions of the Utility's Construction Standards.

The following brands of butterfly valves have been accepted for use in connection with the installation of water mains:

BRAND NAMES: American-Darling
Clow
Dresser
Kennedy
Pratt.

SECTION D - FIRE HYDRANTS (MAINS)

Fire hydrants used in the construction of water mains, and replacements thereof, shall be made in accordance with the latest revision of the American Water Works Association Standard, designated C502.

Fire hydrants shall be constructed such that the main valve closes with the line pressure. The main valve opening shall be a minimum of five (5) inches and its assembly, including the drain valve assembly, shall be removable through the upper barrel without removal of the nozzle section. The main valve seat-ring shall thread into a bronze insert located in the shoe of the hydrant. All bronze or brass parts shall be constructed of 85-5-5-5% waterworks bronze. All flow characteristics of hydrants offered and supplied shall meet or exceed those specified in AWWA Standard C502.

Fire hydrant lower barrels may be constructed of either gray or ductile cast-iron; however, all connecting parts, including flanges and hydrant shoe, must also be of the same material as the lower barrel. The lower barrel shall be of sufficient length so as to connect with the hydrant leg. The ground line flange is to be located not less than two (2) inches or more than six (6) inches above the finished grade of the adjacent area (normally installed in a 5½ foot deep trench).

The connection between the upper and lower barrels of fire hydrants shall be in the form of a traffic safety device that will allow rotation of the upper barrel in any increment from 1 to 180 degrees in either direction, without disassembly and shall not be restricted by bolt hole placement. The upper and lower stem shall be joined by a traffic safety stem-coupling which, along with the connection between the upper and lower barrels, will break on traffic impact.

The bonnet or top section shall be equipped with a lubricant reservoir or chamber designed such that the operating threads of the stem will, at all times, be totally enclosed. The operating nut shall have a weather shield cast integrally with it, and all pressure seals shall be rubber O-rings.

Fire hydrants shall be equipped with a 1½ inch pentagon operating nut and hose nozzle cap removal device; one - 4½ inch pumper and two - 2½ inch hose nozzles, each with National Standard Fire hose threads of four (4) and seven and one-half (7½) threads per inch, respectively; they shall be painted Federal Yellow; the shoe connection for attachment to the water main shall be six (6) inch mechanical joint, complete with accessories, including lead-tipped rubber gaskets, designed to fit either centrifugal or pit cast pipe.

Each bidder offering to furnish fire hydrants to the City of Fort Wayne, Indiana, shall, as a part of his bid, designate the make and model of hydrant to be furnished. Also, each bidder shall furnish two copies each of the following:

A) Assembly drawings listing part names, part numbers, material and ASTM numbers.
B) Flow and design test information from an independent testing authority (U.L. or F.M.).

C) A written statement of compliance or non-compliance to specifications. If exceptions are taken they must be listed and justified.

SECTION E - PERMANENT BLOW-OFFS (MAINS)

All permanent blow-offs shall include a Clow #F-4717 street washer, or approved equal, for five (5) foot bury with two (2) inch iron pipe threaded inlet, and the necessary two (2) inch type "K" copper pipe and brass fittings to connect it to the water main, and with a two (2) inch curb stop and standard Buffalo type curb box between the main and the street washer.

SECTION F - WATER SERVICE MATERIALS - GENERAL

Materials for water services four (4) inches and larger in size shall be gray or ductile cast-iron and shall conform to the above Standards for water main materials under Sections A-1, A-2, A-4a, A-4b, B-1, B-2, and/or C-1.

The remaining standards shall be applicable to services three-quarter (3/4) inches thru two (2) inches in size, which shall be constructed by using copper pipe and fittings and brass stops and valves.

SECTION G - COPPER PIPE (SERVICES)

All copper water service lines shall be constructed by using copper water tube, Type "K", made in accordance with the latest revisions of ASTM Specifications B88-47 or Federal Specifications WW-T-799, and shall have the type designation and the manufacturers name and/or symbol stamped into the outer surface.

SECTION H - FITTINGS USED WITH COPPER PIPE (SERVICES)

The fittings used in connection with copper services, such as tees, elbows, and adapters, to connect the copper pipe to threaded joints, shall be of the solder-joint type, made of wrought-copper in accordance with the latest revisions of ANSI Specifications B16.22, except as specified hereafter.

SECTION J - VALVES AND STOPS (SERVICES)

Sec. J-1 - Curb Stops

All curb stops, three-quarter (3/4) inch thru two (2) inch in size, shall be Class 200 plug or ball type valves of extra heavy, all brass construction with inlets and outlets machined and threaded for use with flared type "K" copper service tube, and furnished with two (2) coupling nuts, all in accordance with the latest revisions of the American Water Works Association Standard, designated C800, shall have a heavy or thick tee-head operator, and a 90° rotation of the plug or ball. Each stop shall be equipped with a standard Buffalo type curb box. In addition to the above, the plugs or balls shall be teflon coated. Ball valves shall have hard or synthetic rubber seat-rings to effect seal. Plug type valves shall have O-rings within the body or plug to effect seal. The following curb stops, or approved equals, are the only curb stops which will be accepted for use in connection with water service installations:

BRAND NAME	CATALOG NUMBER
Mueller	H - 15201 or H - 15204
Ford	B - 22
Jones	J - 1902
McDonald	6100

Sec. J-2 - Corporation Stops

All corporation stops, three-quarter (3/4) inch thru two (2) inches in size, shall be Class 200 plug or ball type valves of extra heavy, all brass construction, shall have a flat, thick operating head, a 360 degree rotation of the operating head, and plug type valves shall have a washer and adjusting nut on the bottom of the plug, all in accordance with the latest revisions of American Water Works Association Standard, designated C800. The inlet shall be machined and threaded with standard AWWA corporation stop (Mueller) threads, the outlet shall be machined and threaded for use with flared, type "K" copper service tube, and furnished with one (1) coupling nut. The following corporation stops, or approved equals, are the only corporation stops which will be accepted for use in connection with water service installations:

BRAND NAME	CATALOG NUMBER
Mueller	H - 15000
Ford	F - 600 or FB - 600
Jones	J - 1500
McDonald	4701

SECTION K - VALVE AND CURB BOXES (MAINS & SERVICES)

All valve and curb boxes, referred to in these standards, shall be cast-iron, Buffalo, screw type boxes with the word "water" cast in the lid.

The valve boxes shall be five and one-quarter (5¼) inch shaft size and three-piece type, with a round base.

The curb boxes shall be three (3) inch shaft size, two piece type, and the lid shall be held in place by a standard brass pentagon head screw.

SECTION L - WATER METERS

All water meters bid on and supplied to the Fort Wayne Water Utility, shall be manufactured in accordance with the latest revision of the appropriate American Water Works Association standard, designated for the particular type of meter to be bid and/or supplied, as enumerated hereafter. All water meters shall have a bronze case and cast-iron frost-protective type bottom plate; internal gear train shall be of magnetic coupling type; displacement type meters shall have a disc or piston-type measuring chamber; and all registers shall be of the Odometer type, calibrated in cubic feet (not in gallons).

Where options exist for bronze or plastic register covers and lids, which meet AWWA specifications (all other specs. same as above), and which can be punch-stamped by the Utility with meter identification number, bidder may provide separate alternate bids.

Where options exist for cast-bronze or injected molded plastic measuring chamber (all other specs. same as above), bidder may provide separate alternate bids.

Option Renewal

By mutual agreement between Utility and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

AWWA Standards for Various Types of Meters

a. Displacement-type cold water meters shall be in accordance with AWWA Standard C700;
b. Compound-type cold water meters shall be in accordance with AWWA Standard C702;
c. Fire service-type cold water meters shall be in accordance with AWWA Standard C703;
d. Turbine type cold water meters shall be in accordance with AWWA Standard C701;
e. Propeller-type cold water meters shall be in accordance with AWWA Standard C704.

SECTION M - APPROVED EQUALS

The term "approved equals" used in these standards, shall be defined as a written approval of a material not listed herein, as recommended by the Water Engineering Department, and signed by the Board of Public Works of the City of Fort Wayne, Indiana.

No such approval will be granted for the acceptance of any such materials unless and until the manufacturer or supplier shall have first furnished a reasonable quantity of such materials to be tested in the Water Works System of the City of Fort Wayne and found acceptable by the Water Engineering Department, and approved by the Board of Public Works, or until the Engineering Department has been provided satisfactory evidence that the materials have been used successfully elsewhere under similar conditions, and approved by the Board of Public Works.

SECTION N - EFFECTIVE DATE

These Standards for Water Mains and Water Service Materials will become effective upon approval and adoption by the Board of Public Works of the City of Fort Wayne, Indiana, and may be modified or superseded without notice by appropriate action by the said Board pursuant to recommendations of the Water Engineering Department.

69

Prepared by the Engineering Department of Fort Wayne Water Utility (Fort Wayne, IN)

Date: August 17, 1979

D. L. Foland

D. L. Foland, P.E.,
Chief Water Engineer

Approved this 21 day of AUGUST, 1979

H. A. Biggs

H. A. Biggs, P.E., City Engineer
City of Fort Wayne, Indiana

Approved and Adopted this 19 day of September 1979

Board of Public Works of the City of Fort Wayne, Indiana

Henry P. Wehrenberg

H. P. Wehrenberg, Chairman

Ethel H. LaMar

Ethel H. LaMar

Max G Scott

Max G Scott

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DETAILED SPECIFICATIONS AND CONDITIONS FOR THE
INSTALLATION OF TRANSMISSION AND DISTRIBUTION MAINS

SCOPE AND GENERAL REQUIREMENTS: The contractor's responsibility for each project shall, unless otherwise specified in the bid documents or appropriate plans for the project, include the furnishing of all labor, equipment and materials, complete and in place in accordance with these specification, supplementary specifications for the respective project, the Utility's "Construction Standards", and the construction plans, and necessary for the construction of the water main covered in the project. No deviation from these specifications, the supplementary specifications of the project, "Construction Standards," or the appropriate plans shall be permitted unless first approved in writing by the Chief Engineer of the Fort Wayne Water Utility of the City of Fort Wayne, Indiana.

The water main shall be constructed using materials meeting the latest revision of the "Water Main and Water Service Materials Standards" of the Fort Wayne Water Utility, available at the Utility's Engineering Department.

No construction on any project shall be commenced unless a minimum of 24 hours notice has been given by the contractor to the Utility's Engineering Department to arrange for shutdowns required and the assignment of an inspector. This requirement shall also apply to re-starting of construction after stoppage for any reason.

SECTION 1 - EASEMENTS AND PERMITS

SECTION 1.1 SECURING AND PAYMENT FOR: All easements and permits, including street and road cut permits, necessary for the construction of water mains, will be secured and paid for by the Water Utility on all projects for which the Utility prepares plans and receives bids. However, on all projects for which the plans are prepared by a consulting engineer for a developer, the easements and/or permits shall be secured and paid for by the developer, the developer's contractor or the developer's engineer and two (2) copies shall be furnished to the Water Engineering Department before construction starts.

SECTION 2 - HANDLING PIPE AND ACCESSORIES

SECTION 2.1 CARE: All materials furnished by the contractor or furnished by the Utility and hauled to the site of construction by the contractor, including pipe, fittings, valves, hydrants and other accessories, shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the project by the contractor. They shall at all times be handled with care to avoid damage. In loading and unloading, they shall be lifted by hoists or slid or rolled on skidways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe handled on skidways must not be allowed to roll against pipe already on the ground.

SECTION 2.2 CARE OF PIPE COATING AND LINING: Pipe shall be handled so as to avoid damage to the coating and lining. If, however, any part of the coating or lining is damaged, repair shall be made by the contractor at his expense in a manner satisfactory to the Engineer or Inspector assigned to the project, before such damaged pipe is installed.

SECTION 2.3 AT SITE OF WORK AND BELL ENDS, HOW FACED: Pipe shall be distributed on the site of the work parallel with and opposite or near the place it is to be laid in the trench and with bell ends facing the direction in which the work will proceed, unless otherwise directed.

SECTION 2.4 FROST PROTECTION: Valves and fire hydrants, before installation, shall be drained and stored in a manner that will protect them from damage by freezing.

SECTION 3 - ALIGNMENT AND GRADE

SECTION 3.1 GENERAL: All pipe shall be laid and maintained to the required lines and grades; with fittings, valves, and fire hydrants at the required locations; with joint centered and spigot home; and with all valve and fire hydrant stems plumb.

SECTION 3.2 DEPTH OF PIPE COVER: All pipe shall be laid to the depth shown on the contract drawings, or as required in supplementary specifications, measured from the established street grade or the surface of the permanent improvement to the top of the barrel of the pipe. In the absence of definite measurements, the minimum depth of cover shall be four (4) feet for pipe lines twelve (12) inches or larger in diameter, or five (5) feet for pipe lines ten (10) inches or smaller in diameter.

SECTION 3.3-1 PROTECTING UNDERGROUND AND SURFACE STRUCTURES: Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers and other obstructions encountered in the progress of the work shall be furnished by the contractor at his own expense to the satisfaction of the Inspector or Engineer.

SECTION 3.3-2 TRENCHING AROUND CITY OWNED TREES: Trenching must be not closer than having the inside wall of the trench six (6) feet from the trunk of trees fifteen (15) inches in diameter and larger. On trees smaller than fifteen (15) inches in diameter, the inside wall of the trench must be no closer than three (3) feet. When trenching is to be done closer than the above minimums, the trees and stumps should be removed by a competent tree specialist who is insured and licensed by the City. As an alternate, trees and tree roots may be tunnelled, if such tunnelling will not be detrimental to the tree, and if approved in advance in writing.

SECTION 3.4 DEVIATION WITH ENGINEER'S CONSENT: No deviation shall be made from the required line or grade without the written consent of the Chief Engineer of the Utility.

SECTION 3.5 DEVIATIONS OCCASIONED BY OTHER UTILITY STRUCTURES: Wherever existing utility structures or branch connections leading to main sewers or to main drains, or other conduits, ducts, pipes, or structures present obstructions to the grade and alignment of the pipe, they shall be permanently supported, removed, relocated, or reconstructed by the contractor through cooperation with the owner of the utility, structure, or obstruction involved. In those instances where their relocation or reconstruction is impractical, a deviation from line and grade will be ordered, and the changes shall be made in the manner directed by the Engineer.

SECTION 3.6 LOCATION AND DAMAGE TO UNDERGROUND FACILITIES: The locations of underground facilities shown on the project plans are based on the most accurate information available to the Engineering Department of the Fort Wayne Water Utility. The contractor shall use due caution to avoid damage thereto and shall be responsible for the location and damage to all underground pipes, ducts, conduits, structures, etc.

SECTION 3.7 SUBSURFACE EXPLORATIONS: Whenever necessary to determine the location of existing pipes, valves, or other underground structures, the contractor, after an examination of available records and upon the written order of the Engineer, shall make all explorations and excavations for such purposes, and the Engineer will, if previously approved in writing, allow extra compensation therefor.

SECTION 4 - EXCAVATION AND PREPARATION OF TRENCH AND TUNNELS

SECTION 4.1 DESCRIPTION: The trench shall be dug to the alignment and depth required (Section 3.2) but only so far in advance of pipe laying as the Engineer or Inspector shall permit. The trench shall be so braced (Section 4.5) and drained such that workmen may perform their duties therein safely and efficiently. It is essential that the discharge from pumps be led to natural drainage channels, to drains, or to sewers.

SECTION 4.2 WIDTH: The trench width may vary with and depend upon the depth of trench and the nature of the excavated material encountered; but in any case, shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench, if the soil shows a tendency to cave or slide, shall be one foot greater than the nominal diameter of the pipe, except by consent of the Engineer. The maximum clear width of trench shall be not more than three feet greater than the external diameter of the pipe.

SECTION 4.3 PIPE FOUNDATION IN GOOD SOIL: The trench, unless otherwise specified shall have a flat bottom conforming to the grade to which the pipe is to be laid. The pipe shall be laid upon sound soil cut true and even, so that the barrel of the pipe will have equal bearing for its full length.

SECTION 4.3-1 CORRECTING FAULTY GRADE: Any part of the trench excavated below grade shall be corrected with approved material, thoroughly compacted.

SECTION 4.3-2 PIPE FOUNDATION IN POOR SOIL: When the trench bottom, uncovered at subgrade, is soft and in the opinion of the Engineer or Inspector, cannot support the pipe, a further depth and/or width shall be excavated and refilled to pipe foundation grade as required under Section 4.3-1, or other approved means shall be adopted to assure a firm foundation for the pipe with extra compensation allowed therefor, if previously approved in writting.

SECTION 4.4 BELL HOLES REQUIRED: Bell holes of ample dimensions shall be dug in earth trenches at each joint to permit the jointing to be made properly.

SECTION 4.5 BRACED AND SHEETED TRENCHES: Wherever necessary to prevent caving, excavations in sand, gravel, sandy soil, or other unstable material shall be adequately sheeted and braced. Where sheeting and bracing are used,

the trench width shall be increased accordingly. Trench sheeting shall remain in place until the pipe has been laid, tested for defects and repaired if necessary, and the earth around it compacted to a depth of at least two feet over the top of the pipe.

SECTION 4.6 REMOVAL OF EXCAVATED MATERIAL ON AN IMPROVED STREET OR DEDICATED RIGHT-OF-WAY: All material removed from the trench on an improved street shall be hauled away from the site of the work or excavation and shall be deposited at a dump provided by the contractor. The backfill material shall be as specified in Section 11.1.

SECTION 4.7 EXCAVATION FOR TRENCH IN UNIMPROVED AREAS: Material excavated from a trench in an unimproved area may be reused if, in the opinion of the Engineer, it is suitable.

SECTION 4.7-1 CARE OF SURFACE MATERIAL FOR REUSE: If local conditions permit their reuse, all surface materials suitable for reuse in restoring the surface shall be kept separate from the general excavation materials.

SECTION 4.7-2 MANNER OF PILING EXCAVATED MATERIALS: All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks and driveways. Gutters shall be kept clear or other satisfactory provisions made for street drainage.

SECTION 4.8 TRENCHING BY MACHINE OR BY HAND: The use of trench-digging machinery will be permitted except in places where operation of same will cause damage to trees, buildings, or existing structures above or below ground; in which case, hand methods shall be employed.

SECTION 4.9 BARRICADES, GUARDS AND SAFETY PROVISIONS: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns and guards as required shall be placed and maintained during the progress of the construction work and until it is safe to use the construction area for its normal purposes. Whenever required, the contractor shall provide a watchman to prevent accidents. Rules and regulations of all authorities having jurisdiction over safety provisions shall be observed.

SECTION 4.10 TRAFFIC AND UTILITY CONTROLS: Excavations for pipe laying operations shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, the contractor shall provide suitable bridging, especially at street intersections and driveways. Fire hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire or police call boxes, or other Utility controls shall be left unobstructed and accessible during the construction period.

SECTION 4.11 FLOW OF DRAINS AND SEWER MAINTAINED: Adequate provision shall be made for the flow of sewers, drains and water courses encountered during construction, and the structures which may have been disturbed shall be satisfactorily restored upon completion of the work.

SECTION 4.12 PROPERTY PROTECTION: Trees, fences, poles and all other property shall be protected unless their removal is authorized (See Section 3.3-2); and any property damaged shall be satisfactorily restored by the contractor.

SECTION 4.13 INTERRUPTION OF WATER SERVICE: No valve or other control on the existing water system shall be operated for any purpose by the contractor without approval of the Engineer, and all consumers affected by such operation shall be notified by the contractor at least one hour before the operation and advised of the probable time when the service will be restored.

SECTION 5 - PIPE LAYING

SECTION 5.1 MATERIALS INSPECTION: Before lowering any materials into the trench for assembly, the pipe, fitting, valve or fire hydrant shall be thoroughly inspected in an appropriate manner so as to determine any defects, damage or unsoundness of the material. Any defective, damaged, or unsound pipe, valve, fire hydrant or fitting shall be rejected.

SECTION 5.2 PIPE TO BE CLEAN: When the pipe is laid, it shall be free of all foreign matter. Pipe twenty (20) inches and under in diameter may be cleaned by flushing in place under the supervision of the Engineer or Inspector if in his opinion, the pipe contains dirt that can be removed; if not, then the pipe shall be cleaned by swabbing and flushing before it is placed in the trench. All pipe larger than twenty (20) inches in diameter shall be swabbed out and thoroughly cleaned, to the satisfaction of the Engineer or Inspector, before placing in the trench.

SECTION 5.3 MANNER OF HANDLING PIPE AND ACCESSORIES INTO TRENCH: Proper implements, tools and facilities satisfactory to the Engineer or Inspector shall be provided and used by the contractor for the safe and convenient prosecution of the work. All pipe, fittings, valves, and fire hydrants shall be carefully lowered into the trench piece by piece by means of derrick, ropes, or other suitable tools or equipment, in such manner as to prevent damage to pipe or pipe coating and/or pipe lining. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

SECTION 5.4 LAYING THE PIPE: Unless the Engineer or Inspector shall permit otherwise, after placing a length of pipe in the trench, the gasket material for the joint shall be properly positioned. The spigot end shall then be centered in the bell, the pipe forced "home" and brought into true alignment. It shall then be secured with earth carefully tamped under and on each side, except at the bell holes. Care should be taken to prevent dirt from entering the joint space.

SECTION 5.5 PREVENTING TRENCH WATER FROM ENTERING PIPE: At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means, and at no time shall trench water be permitted to enter the pipe.

SECTION 5.6 CUTTING PIPE: Cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe. Wherever it is necessary to cut gray or ductile cast-iron pipe, which pipe is equipped with a slip joint type bell end, the cut end of the pipe shall be adequately beveled so as to prevent the edge of the cut pipe from cutting or tearing the gasket as the spigot end is inserted into the bell of the adjointing pipe or fitting.

SECTION 5.7 BELL ENDS TO FACE DIRECTION OF LAYING: Unless otherwise directed, pipe shall be laid with bell ends facing in the direction of laying.

Where lines are on an appreciable slope, bells shall, at the discretion of the Engineer or Inspector, face upgrade.

SECTION 5.8 PERMISSIBLE DEFLECTION OF JOINTS: Whenever necessary to deflect pipe from a straight line, either in the vertical or horizontal plane to avoid obstructions, to plumb stems, or for other reasons, the degree of deflections shall be approved by the Engineer.

SECTION 5.9 BORING, TUNNELING AND CASING: When it is necessary or required to install a water main beneath a highway or railroad trackage by boring or tunnelling methods, the water main (carrier pipe) shall be placed in a casing of an acceptable type approved by the highway department or railroad affected.

SECTION 5.9-1 HIGHWAY CROSSINGS: When any highway is crossed, the specifications and precautionary construction measures required by the respective highway officials shall be followed.

The contractor shall give notice to the Permit Engineer of the highway department a minimum of 48 hours in advance of starting any work on or affecting the highway property or facilities.

During the installation of the casing pipe, the tunnel and the excavated materials' pit shall be adequately dewatered so as to prevent damage to highway property and to insure safe and reasonable working conditions.

No open cut shall be permitted paralleling any highway and within six (6) feet of or within the area below a 1:1 slope from the edge of the pavement or stabilized shoulder, unless adequate shoring and bracing is provided to prevent caving and/or undermining of the highway or its sub-base or sub-structures.

The length and location of casing pipes under highways shall be as indicated on the plans. For twenty-four (24) inch and larger water mains, the casing shall be of the liner plate type installed by tunnelling methods. Placement of the sections of liner plate shall be made as tunnelling progresses. For twenty (20) inches and smaller water mains, the casing shall be of the steel pipe type, placed by boring methods.

SECTION 5.9-2 RAILROAD CROSSING: When any railroad is crossed, all precautionary construction measures required by railroad officials shall be followed. In the absence of specific requirements by the officials of the railroad in questions, the specifications entitled "Specifications for Pipe Lines for Conveying Flammable and Non-Flammable Substances" as adopted under "Part 5 - Pipe Lines" of the American Railway Engineering Association shall be followed.

The contractor shall give notice to the Division Engineer of the railroad a minimum of 48 hours in advance of starting any work on or affecting the railroad property or facilities.

During the installation of the casing pipe, the tunnel and the excavated materials' pit shall be adequately dewatered so as to prevent damage to railroad property and to insure safe and reasonable working conditions.

No open cut shall be permitted along any railroad trackage and within 13 feet of the centerline of the trackage unless adequate shoring and bracing shall be

provided to prevent caving and/or undermining of the railroad structures or trackage.

Water mains installed under railroad trackage shall be placed in a casing pipe, the length and location of which is indicated on the plans. For twenty-four (24) inch and larger water mains, the casing shall be of the liner plate type installed by tunnelling methods. Placement of the sections of liner plate shall be made as tunnelling progresses. For twenty (20) inch and smaller water mains, the casing shall be of the steel pipe type, placed by boring methods.

SECTION 5.9 - 3 BORING: Casing pipe placed by the boring method shall be smooth bore or corrugated metal steel pipe. The clear inside diameter of the casing pipe shall be such that the water main can be placed without damage to coating on either the casing or the water main, and so there will be a minimum of two (2) inches of clearance between the top of the bell of the water main and the clear inside of the casing pipe after placement of the water main.

Such casing pipe shall be bituminous coated inside and outside. Thickness or gauge of metal shall be as specified by the highway department or railroad affected.

SECTION 5.9 - 4 TUNNEL LINERS: Tunnel liner plates shall be of the corrugated type (Armco offset-type liner plate or approved equal). The linerplate sections shall be eighteen (18) inches wide and a minimum of thirty-six (36) inches in length. All plates shall be punched for bolting on both longitudinal and circumferential seams and shall be so fabricated as to permit complete erection from the inside of the tunnel. The liner plates shall have a neutral axis diameter and section modulus corresponding to the requirements shown hereafter in the "Liner Plate Section Modulus Table" for the respective sizes of water main and depths of cover. The Section modulus as given in this table is in inches cubed per inch of plate width based on the average for one ring of plates. The thickness of the metal for these steel plates shall be adequate to give the minimum section modulus as hereafter described, allowing for standard deductible mill tolerances. The liner plates shall be furnished new and unused, made of black iron and equipped with an adequate number and size of grout holes so as to grout the void which may occur outside the liner plate as hereafter prescribed. The liner plate tunnel shall be designed based on the requirements for "Continuous Load-Carrying Structures - E-72 Loading."

LINER PLATE SECTION MODULUS TABLE

Water Main Nominal Dia. (inches)	Liner Plate Neutral Axis Dia. (inches)	Minimum Section Modulus for various height of cover over tunnel (cover in feet - section modulus in inches cubed/inch of plate width)					
		4'-5'	6'-10'	11'-15'	16'-20'	21'-25'	26'-30'
24	54	0.0457	0.0457	0.0457	0.0457	0.0457	0.0457
30	60	0.0457	0.0457	0.0457	0.0457	0.0457	0.0457
36	66	0.0590	0.0457	0.0457	0.0457	0.0457	0.0590
42	72	0.0590	0.0457	0.0457	0.0457	0.0457	0.0590
48	78	0.0726	0.0590	0.0590	0.0590	0.0590	0.0726
54	84	0.0726	0.0590	0.0590	0.0590	0.0590	0.0726
60	90	0.0798	0.0726	0.0726	0.0726	0.0726	0.0798

After the installation of the various sections of liner plate, and when required by highway and/or railroad officials, the void between the liner plate and the tunnel wall shall be completely filled with grout, mixed eight (8) parts dense sand and one (1) part Portland cement.

The water main (carrier pipe) shall be placed in the tunnel so that it will be centered laterally and placed on timber skidways such that the minimum distance between the flanges of the liner plate and the bells of the pipe shall be three (3) inches. After placement of the water main pipe, and after the grouting of any joints of the water main pipe, the area between the liner plates and the water pipe shall be backfilled with dense sand, blown or tamped in place so as to completely fill the area between the water main pipe and the casing pipe.

SECTION 5.9-5 ENDS OF CASING PIPES AND TUNNELS BULKHEADED: The ends of the casing pipes and tunnel liners shall be bulkheaded in such manner as to prevent entrance of foreign material, but not tightly sealed as to prevent escape of water in case of failure of the water main.

SECTION 5.10 UNSUITABLE CONDITIONS FOR LAYING PIPE: No pipe shall be laid in water, or when the trench conditions or the weather is unsuitable for such work, except by permission of the Engineer.

SECTION 6 - JOINTING PIPE

SECTION 6.1 PREPARATION OF PIPE ENDS: Before laying the pipes, all lumps, blisters, and excess coal-tar coating shall be removed from the bell and spigot ends of each pipe. The pipe ends shall then be wire brushed and wiped until clean and dry. Where mechanical joints or slip joints are specified, oil and grease also shall be removed. Pipe ends shall be kept clean until joints are made. The spigot end of pipe for mechanical joints shall be lubricated with a soapy solution before installing the gaskets. Bell and spigot pipe joints shall be made with caulked lead and rubber gaskets, following the preparation of the joint, as hereinafter specified.

SECTION 6.2 MAKING UP SLIP-JOINTS: After the preparation of the pipe ends for a slip-joint, the gasket shall be inserted in the bell or on the spigot, as appropriate. Both the bell and the spigot ends of the pipe, including the gasket shall be lubricated with the proper joint lubricant; and the spigot shall be centered and pushed or jacked "home". In the case of prestressed concrete pipe, the gasket shall be checked to insure its proper seating and the joint shall be mortared, both inside and outside as recommended by the supplier.

SECTION 6.3 MAKING UP MECHANICAL JOINTS: After the preparation of the pipe ends for a mechanical joint, the gasket shall be inserted in the bell by drawing the gland toward the bell. The bolts shall be drawn up uniformly on opposite sides of the pipe with a ten (10) inch torque wrench, to the prescribed torque.

SECTION 6.4 MAKING UP LEAD JOINTS AND DEPTH OF JOINTING MATERIALS: After preparation of the pipe ends for lead joints, the rubber gasket shall be placed on the spigot end of the pipe, the pipe centered in the bell of the adjoining pipe and pushed home, and the gasket properly seated in the bell of the adjoining pipe. A space not less than 2¼ inches in depth shall be left in the bell in pipe having a nominal diameter of twenty (20) inches or less, 2½ inches for 24, 30 and 36 inch pipe and 3 inches for pipe larger than 36 inch.

SECTION 6.4-1 SPECIFICATIONS FOR LEAD: Lead for caulking purposes shall contain not less than 99.73 percent pure lead. Impurities shall not exceed the following limits:

Arsenic, Antimony and Tin Together	0.015 percent
Copper	0.080 percent
Zinc	0.002 percent
Iron	0.002 percent
Bismuth	0.250 percent
Silver	0.020 percent

The producer's name or identification mark shall be clearly cast or stamped upon each piece of lead.

SECTION 6.4-2 PROPER HEAT FOR LEAD: Lead shall be heated in a melting pot kept near the joint to be poured, brought to a proper temperature such that when stirred it will show a rapid change of color and that when poured into the joint space it will insure a perfect joint. Before pouring, all scum shall be removed.

SECTION 6.4-3 POSITION OF JOINT RUNNER: The joint runner shall fit snugly against the face of the bell and the outside of the pipe, and shall be dammed with clay at the pouring gate to provide for filling the joint even with the top of the bell.

SECTION 6.4-4 JOINT MADE WITH SINGLE POUR: Each joint shall be made with one pour, filling the joint space.

SECTION 6.4-5 CAULKING LEAD JOINTS: After cooling to the temperature of the pipe, lead joints shall be caulked by means of pneumatic tools, or by hand tools, by competent workmen until thoroughly compacted, making water-tight joints without overstraining the bells.

SECTION 6.5 REPLACING DEFECTIVE JOINTS: If a joint is defective, it shall be cut out and entirely replaced as directed by the Engineer or Inspector.

SECTION 7 - SETTING VALVES, VALVE BOXES, FITTINGS, AND BLOW-OFFS:

SECTION 7.1 VALVES: Gate valves, butterfly valves, and pipe fittings shall be set and jointed to new pipe in the manner heretofore specified for Cleaning, Pipe Laying and Jointing Pipe. All valves shall be located such that they will be within parkstrip areas (grass area between sidewalk and curb) unless specifically noted to be located elsewhere on the plans or unless written approval is granted by Engineer to place them in other locations. All effort should be made to avoid placement of valves in street pavement areas.

SECTION 7.2 VALVE BOXES: Cast iron valve boxes shall be firmly supported, and maintained centered and plumb over the operating nut of the valve, with box cover flush with the surface of the finished pavement or finished grade of the surrounding area or at such other level as may be directed.

SECTION 7.3 BACK-SIPHONAGE TO BE PREVENTED: Drainage branches or blow-offs shall not be connected to any sewer or submerged in any stream or be installed in any other manner that will permit back-siphonage of contaminated water into the distribution system.

SECTION 8 - SETTING FIRE HYDRANTS

SECTION 8.1 GENERAL LOCATION: Fire hydrants shall be located in a manner to provide complete accessibility, and in such manner that the possibility of damage from vehicles or injury to pedestrians will be minimized. Unless otherwise directed the setting of any fire hydrant shall conform to the following:

SECTION 8.1 - 1 LOCATION IN RELATION TO CURB LINES: When placed behind curb, the hydrant barrel shall be set so that no portion of the pumper or hose nozzle caps will be less than 12 inches nor more than 42 inches from the gutter face of the curb; if set between streets the hydrant shall be placed in a manner designated by the Engineer. If any unusual conditions prevail, the Engineer will advise on the location.

SECTION 8.1 - 2 LOCATION IN RELATION TO SIDEWALK: When set in the lawn space between the curb and the sidewalk, or between the sidewalk and the property line, no portion of the hydrant or nozzle caps shall be within six (6) inches of the sidewalk.

SECTION 8.2 POSITION OF NOZZLES: All hydrants shall stand plumb, and shall have their pumper nozzle pointing normal to the curb. They shall conform to the established grade, with nozzles at least 12 inches above the ground.

SECTION 8.3 CONNECTION TO MAIN: Each hydrant shall be connected to the main water with a 6-inch cast iron branch controlled by an independent 6-inch gate valve, except as otherwise directed.

SECTION 8.4 DRAINAGE AT HYDRANT: Wherever hydrants are set in impervious soil, a drainage pit four feet in diameter and two feet deep shall be excavated below each hydrant and filled compactly with coarse gravel or broken stone mixed with coarse sand, under and around the shoe of the hydrant and to a level 6-inches above the drain openings. No hydrant drainage pit shall be connected to a sewer.

SECTION 8.5 ANCHORAGE FOR FIRE HYDRANTS: All fire hydrants shall be shackled to the branch or auxiliary valve and the valve shackled to the tee in a manner approved by the Engineer.

SECTION 8.6 CLEANING: Hydrants shall be thoroughly cleaned of dirt, or foreign matter before setting.

SECTION 9 - PLUGGING OR CAPPING DEAD ENDS

Standard plugs shall be inserted into the bells of all dead ends of pipes, tees, or crosses, and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fitting in the manner specified under Section 6.

SECTION 10 - ANCHORAGE OF BENDS, TEES AND PLUGS

SECTION 10.1 GENERAL REQUIREMENTS: Adequate precautions shall be taken to prevent the separation of joints at tees, elbows and plugged ends. This shall be done by the use of restrained joints, as shown in the Construction Standards, on the appropriate plans, described in the supplementary specifications for the project, or as directed by the Engineer or Inspector. In absence of specific

details, on all pipe lines eight (8) inches or larger, all tees, plugs, caps and bends in excess of twenty-two and one-half (22½) degrees shall be securely anchored to prevent the joints from parting and leaking. Reaction blocking may be used only upon written approval of the Chief Engineer of the Utility.

SECTION 10.2 RESTRAINED JOINTS: Restrained joints, details of design, construction, application, installation and number of joints necessary for the restraint of a given thrust shall meet the Utility's Construction Standards. The design shall also include the strengthening of the pipe walls such that they will also withstand the added longitudinal tensile loading as necessary. These details shall be approved by the Chief Engineer of the Utility in writing before their manufacture and shipment to the site of construction for installation.

SECTION 10.3 MATERIAL FOR REACTION BLOCKING: Where reaction or thrust blocking is permitted, it shall be of concrete of a mix not leaner than 1 cement, 2½ sand, 5 stone, having compressive strength of not less than 2,000 pounds per square inch, after 28 days. Blocking shall be placed between solid undisturbed ground and the fitting to be anchored; the area of bearing on pipe and on ground in each instance shall be that required by the Engineer. The blocking shall, unless otherwise directed, be so placed that the pipe and fitting joints will be accessible for repair.

SECTION 10.4 METAL HARNESS: Metal harness, tie rods and pipe clamps of adequate strength to prevent movement, or other suitable means may be used, as approved by the Chief Engineer. Steel rods, clamps, and washers shall be cadmium plated or otherwise rustproof treated, or shall be painted as directed by the Engineer or Inspector.

SECTION 11 - BACKFILLING, CLEAN-UP AND MAINTAINING SURFACES

SECTION 11.1 BACKFILL PROCEDURE ON IMPROVED STREETS OR DEDICATED RIGHT-OF-WAYS: The backfill procedure on improved streets or within dedicated public right-of-ways shall satisfy one of the following three methods:

1. All backfill within right-of-way shall be compacted (95% maximum wet density) granular backfill; granular backfill being defined as current State Highway Specification Sub. Base No. 1 or No. 2, or "B" Borrow.

2. The excavated material may be utilized for backfill if it is found to be suitable. Prior to using excavated material, written approval must be obtained from the authorities listed below in Item 3. Further, 95% maximum wet density compaction test must be achieved.

3. Special backfilling techniques may be employed if said methods are approved in writing by the regulatory authority. For areas within the corporate limits of the City of Fort Wayne, the approving authority is the Street Engineer and for areas outside the City limits, the approving authority is the County Highway Engineer or the Permit Engineer of the District Office of the Indiana State Highway Department.

It shall be the contractor's responsibility to prove that he has achieved the required 95 percent test compaction. This may require the employment of outside independent testing laboratories.

SECTION 11.2 BACKFILL PROCEDURE AT PIPE ZONE IN UNIMPROVED AREAS: Bankrun gravel free from rocks or boulders, or select backfill from the trench excavation approved by the Engineer, shall be deposited in the trench simultaneously on both sides of the pipe for the full width of the trench and to an elevation of at least six (6) inches above the top of the barrel of pipes ten (10) inches or less in diameter and not less than six (6) inches above the horizontal centerline of pipes twelve (12) inches in diameter or larger. The backfill material shall be moistened, if necessary, tamped in thin (about 6 inches) layers, and thoroughly compacted under and on each side of the pipe to provide solid backing against the external surface of the pipe.

SECTION 11.2-1 BACKFILL PROCEDURE ABOVE PIPE ZONE IN UNIMPROVED AREAS: Succeeding layers of backfill may contain coarser materials and shall be compacted thoroughly by puddling with hose and long pipe nozzle, or by flooding the trench, or by tamping if the material does not puddle readily. It is important that proper precautions be taken to prevent floating of the pipe when flooding the trench, and the contractor shall be wholly responsible for neglect of those precautions. Excess material shall be piled uniformly over the trench backfill between the trench edges where practical.

SECTION 11.3 ROCK AND BOULDER EXCLUSION: No rock or boulders shall be used in the backfill for at least one foot above the top of the pipe and no stone larger than 8 inches in its greatest dimensions shall be used in the backfilling.

SECTION 11.4 DEFICIENCY OF BACKFILL: BY WHOM SUPPLIED: Any deficiency in the quantity of material for backfilling the trenches, or for filling depressions caused by settlement, shall be supplied by the contractor.

SECTION 11.5 RESTORATION OF WORKING AREA IN GENERAL: The contractor shall be responsible for the restoration of pavement, curbs and gutters, sidewalks, shrubbery, trees, fences, sod, driveways, or any other damage he may have caused during the course of installation of the water line. The contractor shall make a diligent effort to protect property adjacent to his zone of operations.

SECTION 11.5-1 RESTORATION OF SURFACE: Following final payment by the Utility, the contractor shall maintain the surface of the unpaved trenches, shrubbery, fences, sod and other surfaces distrubed for a period for six (6) months thereafter and shall maintain the repaved areas, curbs, gutters and sidewalks, if replaced by the contractor, for one (1) year after final acceptance of the respective item.

SECTION 11.6 REPLACEMENT OF DRAINAGE AND SEWER LINES AND STRUCTURES: The contractor shall replace or repair all drainage and sewer lines and structures removed or damaged in the course of constructing the water main in accordance with the plans for the project and to the satisfaction of the Engineer.

SECTION 11.6-1 REPLACEMENT OF DRAINAGE OR SEWER PIPE: All drainage or sewer tile or pipe damaged shall be replaced with same diameter, extra strength wedgelock or approved equal vitrified clay or concrete pipe. The pipe shall be laid on thoroughly compacted bedding. In case the pipe is perpendicular to the water main trench, it shall be laid on a native lumber plant two (2) inches thick and the plank shall be at least one-half as wide as the nominal diameter of the sewer pipe to be replaced, or a minimum of six (6) inches wide. The plank shall

extend at least twelve (12) inches beyond each trench wall and the sewer pipe shall be replaced to at least the first joint on each side of the water main trench wall.

SECTION 11.6-2 STRUCTURE REPLACEMENT: All drainage or sewer structures damaged or removed shall be replaced in accordance with details shown on the project plans or as directed by the Engineer. In the absence of specific details, the latest revisions of the "Sewer Construction Standards" and "Sewer Specifications" of the City of Fort Wayne, Indiana, shall be followed.

SECTION 11.7 SEEDING AND SODDING: Grassed areas which have been damaged in the construction of water mains shall be restored by seeding or sodding as defined in the Supplementary Specifications for the project, or as directed by the Engineer and in the following manner:

Mulched Seeding:

The area to be seeded shall be smooth and uniform and shall conform with the finished grade as shown on the plans or as may be otherwise designated.

The seed bed shall be loosened to a depth of 1 to 2 inches before fertilizer or seed is applied.

Fertilizer and seed may be drilled in, but shall not be covered more than ½ inch deep.

If hydraulic methods are used, the fertilizer and seed may be mixed with water and the mixture sprayed over the area to be seeded. All leguminous seed shall be inoculated.

The seeded area shall then be covered by a continuous blanket of mulch material to approximately a 2 inch depth. Mulch material shall consist of an approved straw, free from noxious weeds.

The mulch shall be held in place by a bituminous material (RC-70 or AE-90T) applied as a film. Sufficient amount shall be used to hold the mulch material in place.

Seed and Fertilizer Mixtures:

Fertilizer mixture shall be 4-16-16 and shall be applied at a rate of five (5) pounds per 1,000 square feet.

Seeding mixture shall be as follows:
2 lbs./1000 sq. ft. Chewing fescue
2 lbs./1000 sq. Kentucky blue grass
2 lbs./1000 sq. Perennial rye

Grass shall be sown at a rate of six (6) pounds per 1,000 square feet of area.

Sodding:

When sodding is requested, it shall conform to the Indiana State Highway Specification F-48.

SECTION 11.8 REPLACEMENT OF TREES: All trees removed for trenching shall be replaced with new trees by the contractor, the size and type to be approved by the Park Department.

SECTION 11.9 CLEANING UP: Surplus pipe line material shall be returned to the Water Department yards where the Water Department supplied the material, and to the contractor's yards where the contractor supplied the materials. Tools and temporary structures shall be removed by the contractor, and all dirt, rubbish, and excess earth from excavations shall be hauled to a dump provided by the contractor and the construction site shall be left clean, to the satisfaction of the Engineer or Inspector.

SECTION 12 - HYDROSTATIC TESTS

SECTION 12.1 TIME FOR MAKING TEST OF JOINTED PIPE: Pipes jointed may be subjected to hydrostatic pressure, inspected, and tested for leakage at any convenient time after completion of backfill according to Section 11, and after adequate curing time has been allowed if reaction blocking is used.

SECTION 12.2 PRESSURE DURING TEST: After the pipe has been laid and backfilled as specified in Section II, all newly laid pipe, or any valved section of it shall, unless otherwise specified, be subjected to hydrostatic pressure of 125 pounds per square inch.

SECTION 12.3 DURATION OF PRESSURE TEST: The duration of each pressure test shall be at least two (2) hours.

SECTION 12.4 PROCEDURE: Each valved section of the pipe shall be slowly filled with water and all foreign matter flush out of the section(s) of pipe to be tested. The specified test pressure, measured at the point of lowest elevation, shall then be applied by means of a pump connected to the pipe in a satisfactory manner. The pump pipe connection, and all necessary apparatus shall be furnished by the owner. The owner will furnish gauges and measuring devices for the test and will make all taps into the pipe, but the contractor shall furnish all necessary assistance for conducting the tests if required by the owner.

SECTION 12.5 EXPELLING AIR BEFORE TEST: Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevation, and afterward tightly plugged.

SECTION 12.6 CORRECTION DUE TO FAILURE OF TEST: Where the joints are made with lead all such joints showing visible leaks shall be recaulked until tight. Leakage detected at mechanical joints shall be stopped by tightening the gland, and leaking slip joints shall be equiped with bell joint clamps to stop the leakage. Any cracked or defective pipes, fittings, valves or fire hydrants discovered as a result of this pressure test shall be removed and replaced by the contractor with sound material and then the test shall be repeated until satisfactory to the Engineer.

SECTION 12.7 LEAKAGE DEFINED: Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section of it, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

SECTION 12.8 PERMISSIBLE LEAKAGE: Suitable means shall be provided by the owner for determining the quantity of water lost by leakage under static pressure test. No mechanical or slip-joint pipe installation will be accepted until or unless this leakage is less than the limits set out below for corresponding pipe diameter.

Allowable Leakage per 1000 ft. of pipeline at 125 psi Test Pressure

(gallons per hour)

Size	Leakage	Size	Leakage
4"	0.34	24"	2.01
6"	0.50	30"	2.52
8"	0.67	36"	3.02
10"	0.84	42"	3.53
12"	1.01	48"	4.03
16"	1.34	54"	4.53
20"	1.68		

Above table based on Mechanical or Push-on joint with 18 ft. nominal lengths. Allowable leakage for pipe with 20 ft. nominal lengths, shall be determined by multiplying the above leakage by 0.9.

SECTION 12.8-1 VARIATION FROM PERMISSIBLE LEAKAGE: Should any test of combined sections of pipe laid disclose leakage greater than that specified in Section 12.8, or if individual sections show leakage greater than 25 percent above the specified limit, the contractor shall, at his own expense, locate and repair the defective joints until the leakage is within the specified allowance.

SECTION 13 - DISINFECTION OF MAINS

Disinfection of mains shall be performed by the Utility, but the contractor will be expected to aid in this work if requested by the Engineer. This work is to begin after the main, or sections thereof, has been filled with water for testing as specified. Disinfection shall be according to the latest revision of American Water Works Association's Sandard C 601, "Standard for Disinfecting Water Main," or other accepted standards. The Utility shall furnish the chlorine, all necessary equipment for its application, the water, and make all bacteriological analysis.

SECTION 14 - EFFECTIVE DATE

These Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains will become effective upon approval and adoption by the Board of Public Works of the City of Fort Wayne, Indiana, and may be modified or superseded without notice by appropriate action by the said Board pursuant to recommendations of the Water Engineering Department.

69

Prepared by the Engineering Department of Fort Wayne Water Utility (Fort Wayne, IN)

Date: August 17, 1979

D. L. Foland

D. L. Foland, P.E.,
Chief Water Engineer

Approved this 21 day of AUGUST, 1979

H. A. Biggs

H. A. Biggs, P.E., City Engineer
City of Fort Wayne, Indiana

Approved and Adopted this 19 day of September 1979

Board of Public Works of the City of Fort Wayne, Indiana

H. P. Wehrenberg

H. P. Wehrenberg, Chairman

Ethel H. LaMar

Ethel H. LaMar

Max G Scott

Max G Scott

Council 9/25/79

Ord B.O. 139-79

68-58-28 H.I. 9/12/79

79- 32468 5-182-79 10-9-79

AGREEMENT FOR SEWER EXTENSION

79 OCT 23 AM 8:13

THIS AGREEMENT, made in triplicate this 12th day of September, 1979, hy and hetween the NORTHWEST ALLEN COUNTY SCHOOLS, hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Sanitary Sewer

Beginning at existing manhole #83 of Res. #273, of the St. Joe Sanitary Interceptor, located 30.5± L.F. South of the centerline of Carroll Road and 580± L.F. East of the centerline of the G. R. & I. Railroad, thence North 30°00' West 77± L.F. to proposed manhole #1 located 35± L.F. North of the centerline of Carroll Road, thence West along a line parallel with Carroll Road a distance of 4431± L.F. and terminating at proposed manhole #13 located 35± L.F. North of and 25± L.F. East of the centerline intersection of Carroll Road and Bethel Road.

Said sanitary sewer shall be 15 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as Carroll High School Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas.

WHEREAS, the total cost of construction of said sewer is represented to he $224,625 composed of $212,160 for 15" sewer construction and $12,465 for 6" tap extensions,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

DULY ENTERED FOR TAXATION
OCT 22 1979
Gloria J. Gaglein
AUDITOR OF ALLEN COUNTY

1.50

Carl Dice 7061-

1. CONSTRUCTION OF SEWER

DEVELOPER shall cause said sewer to he constructed and located in accordance with said plans, specifications, and profiles, all approved hy the City, under private contract with CITY approval. All work and materials shall he inspected hy the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall hecome the property of CITY and all further maintenance thereafter shall he horne hy the CITY.

2. COST OF CONSTRUCTION

The total cost of construction shall he divided as follows:

		CITY	DEVELOPER	TOTAL
a.	Construction (less tap extensions)	$96,571.00	$114,589.00	$212,160.00
h.	Tap Extensions	12,465.00		12,465.00
c.	Construction inspection		*	
	TOTAL			$224,625.00

*Paid hy Developer's Contractor (included in item a., $3,000 maximum).

It is agreed that DEVELOPER will pay its contractor the total amount for items a and h. As construction progresses to 25%, 50% and 75% complete DEVELOPER may invoice CITY hy the ratio of $96,571 / $212,160 = (45.5%) of construction completed per item a. DEVELOPER may invoice CITY for item h at any time after the tap extensions are installed. The final 25% shall he paid hy the CITY upon acceptance hy the CITY of the sanitary sewer described ahove.

The ahove construction costs were determined from the low bid received hy DEVELOPER at 2:00 P.M., June 4, 1979. The $96,571.00 contrihution hy CITY is the maximum amount considered hy CITY and is less than the hid differential of the DEVELOPER'S required lift station - force main system and the CITY'S 15" gravity sanitary sewer.

3. AREA OF DEVELOPER

Said sewer when accepted hy the City will initially serve the following described real estate of the DEVELOPER:

Tract "A"

Part of the Northeast Quarter of the Northeast Quarter of Section 36, Township 32 North, Range 11 East, Eel River Township, Allen County, Indiana, in particular described as follows, to-wit: To arrive at the point of heginning commence at the Northeast corner of the tract aforesaid; thence South on the East line thereof as situated within the right of way of the puhlic highway known as the Bethel Road, a distance of 554.58 feet; thence West by a deflection right of 90 degrees a distance of 422.1 feet to the aforementioned point of heginning; thence running northward on a line

parallel to the aforesaid East line of Section 36 a distance of 259.0 feet to the Northeast corner of the suhject parcel; thence westward hy a deflection left of 90 degrees a distance of 373.83 feet to the Northwest corner of the suhject parcel; thence southward hy a deflection left of 90 degrees a distance of 350.92 feet to the southwest corner of the suhject parcel; thence eastward hy a deflection left of 90 degrees a distance of 150.83 feet to an intermediate corner of the subject parcel; thence northward by a deflection left of 90 degrees a distance of 61.92 feet to an intermediate corner of the suhject parcel; thence eastward hy a deflection right of 90 degrees a distance of 72.0 feet to an intermediate corner of the suhject parcel; thence northward hy a deflection left of 90 degrees a distance of 30.0 feet to an intermediate corner of the subject parcel; thence eastward by a deflection right of 90 degrees a distance of 151.0 feet to the place of beginning, containing 112,846 square feet (or 2.59 acres).

Together with an access easement upon and over the West 20 feet of the East 655 feet of the North 290.13 feet of the tract aforesaid extending northward of the North boundary of the suhject parcel, a distance of 290.13 feet, more or less, to the Carroll Road, containing 5802 square feet, more or less (.133 acres).

Tract "B"

The Northeast Quarter of the Northeast Quarter of Section 36, Township 32 North, Range 11 East, except all legal roads, highways, except Tract "A" and contains 37.41 Ac ±.

Tract "C"

The Northwest quarter of the Northeast quarter, except the West 10 acres, of Section 36, Township 32 North Range 11 East and contains 30 Ac ±. Subject to all legal roads and highways.

Tract "D"

The West 10 acres of the Northwest quarter of the Northeast quarter of Section 36, Township 31 North, Range 11 East. Subject to all legal roads and highways.

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made hy this Agreement against the ahove described real estate for the construction of said sewer, or the use thereof, hy the present or future owners of said aforedescrihed real estate, except as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged hy the CITY for connections to City sewer main.

An area connection charge of $475.00 per acre must he paid to CITY prior to issuance of the sewer construction permit, hy the DEVELOPER for Tracts "A" and "B" which is served hy the aforedescrihed sanitary sewer. The area connection fee for Tracts "C" and "D" are herehy set at $475.00, and is due at such time DEVELOPER develops that area. This area connection charge represents the over-sizing cost expended hy CITY for Area 1 of the St. Joseph Interceptor Sanitary Sewer, Resolution 61-140-11.

4. CONNECTIONS FEES FOR ADJACENT BENEFITED AREAS

Said sewer, however, also serves adjacent henefited areas as shown on the attached Exhihit "A". In the event any present or future owner of real estate shall at any time desire to use said sewer or any extension thereof, whether hy

direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, hefore permitting such use, shall require hy contract or assessment, as may he appropriate, that such owner or owners of said adjacent henefited area pay to the CITY, in addition to the cost of standard tap-in and inspection fees, the sum as indicated on the attached Exhibit "A", which represents the pro rata share of the 6" tap extension costs and area and local connection fees as indicated within Resolution No. 61-140-11 as recorded by 74-23751. Other properties which connect into the 15" sanitary sewer as indicated on Exhibit "A" shall pay the appropriate area and local connection fees which are designated within said Resolution 61-140-11.

5. BOND

The contractor for the DEVELOPER shall furnish a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. EASEMENTS AND PERMITS

DEVELOPER will provide the necessary permanent and temporary easements granted to the CITY for the construction of said aforedescrihed sewer and DEVELOPER will grant the necessary easements to the CITY if the said aforedescrihed sewer is extended in the future on the said aforedescribed real estate of the DEVELOPER. Also the DEVELOPER will provide proof to the CITY that the executed railroad crossing permit and the county road cut permit has heen acquired.

7. METERING DEVICE(S)

DEVELOPER will provide an adequate metering device(s) for monthly sewage hilling purposes. Said metering device(s) will he suhject to CITY approval.

8. LIMITATION ON USE

Said sewer shall he constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced hy said sewer, shall at any time discharge or permit to he discharged or to flow into said sanitary sewer, any water runoff caused hy natural precipitation or anything other than sanitary sewage or contaminated waste.

9. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate

against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein.

DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

10. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

11. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

ATTEST:
James C. Mallers,
Assistant Superintendent

DEVELOPER: NORTHWEST ALLEN COUNTY SCHOOLS
Thomas R. Combs, Superintendent

CITY OF FORT WAYNE, INDIANA
BY: Robert Armstrong
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS
Henry P. Wehrenberg, Chairman
Ethel H. LaMar, Member
Max G Scott, Member

ATTEST:
Ursula Miller
Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:
Assoc. City Attorney

STATE OF INDIANA:
SS
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared H.P. WEHRENBERG, E. H. LAMAR & MAX G SCOTT, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 12th day of SEPTEMBER, 1979.

Notary Public ANNE J. FOX

Resident of Allen County, Indiana

My Commission Expires:
March 6, 1980

This instrument prepared by
P. R. Boller, P.E.
Chief Water Pollution Control Engineer

STATE OF INDIANA:

SS

COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James C. Mallers and Thomas R. Combs , who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therin contained

WITNESS my hand and notarial seal this 14th day of September 1979, 1979.

Ellen McBride
Notary Public

my Commission Expires: 12-22-81

CERTIFIED COPY OF AUTHORIZING RESOLUTION OF BOARD
OF SCHOOL TRUSTEES OF NORTHWEST ALLEN COUNTY SCHOOLS

The undersigned, Kathryn Walleen, being the duly elected Secretary of the Board of School Trustees of Northwest Allen County Schools, does herewith certify that at the regular meeting of the Board of School Trustees of Northwest Allen County Schools held on Monday, August 13, 1979, pursuant to motion duly made, seconded, and unanimously approved, the following resolution was adopted:

> WHEREAS, Northwest Allen County Schools and the City of Fort Wayne, Indiana, have been negotiating relative to a certain Agreement for Sewer Extension pertaining to the proposed sanitary sewer to be constructed on Carroll Road and to be known as the Carroll High School Sanitary Sewer, with a draft of the said Agreement for Sewer Extension having been presented to this Board, which draft meets with the approval of this Board;
>
> NOW, THEREFORE, BE IT RESOLVED that the said Agreement for Sewer Extension, referred to above, is hereby approved, and the Superintendent, Thomas R. Combs, and the Assistant Superintendent, James C. Mallers, are herewith authorized and instructed to execute the said Agreement for Sewer Extension in behalf of Northwest Allen County Schools and to bind the said Northwest Allen County Schools and the said Board of School Trustees of Northwest Allen County Schools thereby.

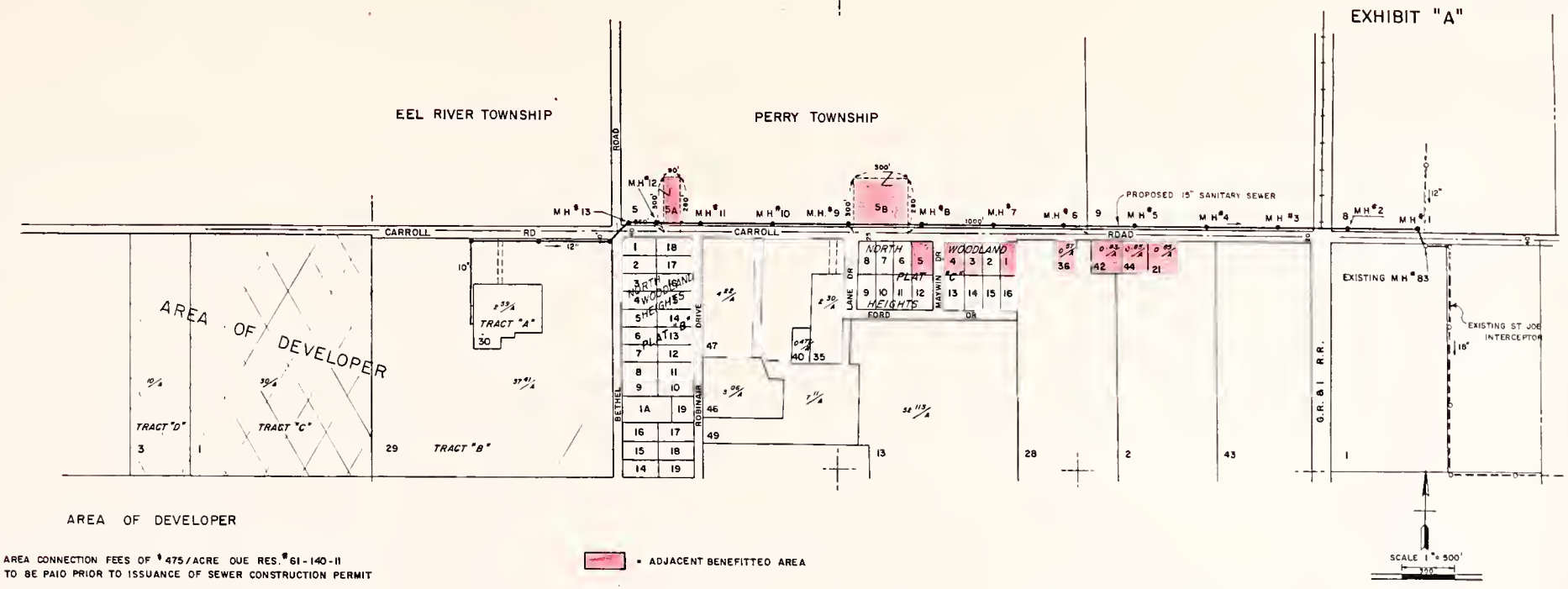
I further certify that the said resolution quoted above is still in full force and effect.

Dated this 10 day of September, 1979.

Kathryn Walleen

Kathryn Walleen, Secretary,
Board of School Trustees of
Northwest Allen County Schools

EXHIBIT "A"



AREA OF DEVELOPER

* * ▭ • AREA CONNECTION FEES OF $475/ACRE DUE RES.# 61-140-11 TO BE PAID PRIOR TO ISSUANCE OF SEWER CONSTRUCTION PERMIT

* * * ▭ • AREA CONNECTION FEES DUE RES #61-140-11 TO BE PAID AT TIME OF DEVELOPEMENT AND TO BE SET AT $475/ACRE

▭ • ADJACENT BENEFITTED AREA

SCALE 1" = 500'

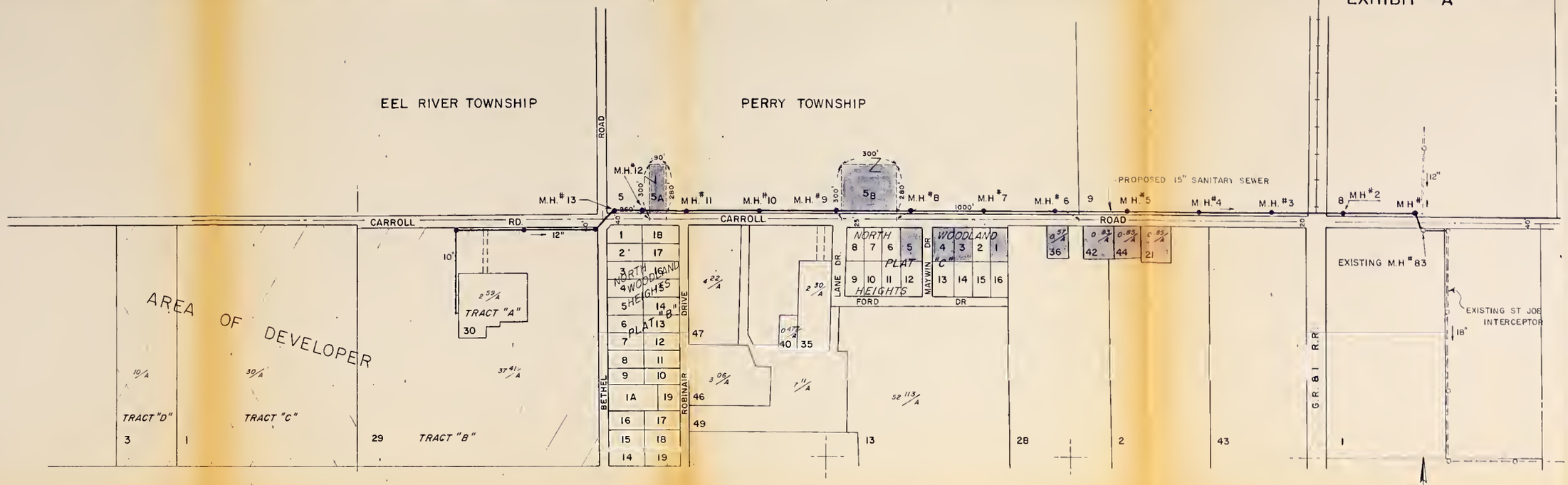
PROPERTY OWNER	TRACT # OR LOT #	LEGAL DESCRIPTION	TAP EXTENSION COST	ACREAGE	AREA CONNECTION FEES 475/ACRE DUE RES.# 61-140-11	FRONT FOOTAGE (H)	LOCAL CONNECTION FEES $3/FT DUE RES #61-140-11	TOTAL CONNECTION FEES
CHILDERS, JOHN A. & MARY T	1	NORTH WOODLAND HEIGHTS, PLAT "C"	$1555	0.459	$218.03	100	$300.00	$1873.03
GOCHENAUR, PAUL V & CONNIE	3	" " " " "	1355	0.459	218.03	100	300.00	1873.03
WILBER, JAMES L & PEGGY S	4	" " " " "	1355	0.573	272.18	125	375.00	2002.18
NORTHERN IND. DIST. BOARD OF THE CHURCH OF THE BRETHERN, INC	5	" " " " "	1355	0.573	272.18	125	375.00	2002.18
RUNKLE, FLOYD D & BETTY I	21	E 170 OF W 576 & OF N 217.5 FT NE 1/4, 31-32-12	1555	0.771	366.25	170	310.00	2231.23
GAUNT, FRANK E & JUDITH M	36	E 120 OF N 207 FT NW 1/4 31-32-12	1555	0.515	244.63	120	360.00	1939.83
MULLIGAN, MARGARET ARLENE	42	E 175 OF W 245 OF N 207 FT NE 1/4 31-32-12	1555	0.751	356.73	175	525.00	2236.73
Mc GUIRE, JAMES L & LYNNE A	44	E 180 OF W 425 OF N 207 FT NE 1/4 31-32-12	1355	0.773	367.18	180	540.00	2262.18
HECK, WENDELIN & EOW *	5A *	S W 1/4 & Pt S. Of Ditch E Pt NW 1/4 30-32-12	270	0.578	274.53	90	270.00	814.55
HECK, WENDELIN & EOW *	5B *	S W 1/4 & Pt S. Of Ditch E Pt NW 1/4 30-32-12	1355	1.928	915.80	300	900.00	3170.80
TOTAL EXCESS BENEFITTED AREA CONNECTION FEES :			$12,465.00		$3505.54		$4455.00	$20,425.34
NORTHWEST ALLEN COUNTY BUILDING CORP.	TRACT "A" * *			2.59	$1250.25			
NORTHWEST ALLEN COUNTY SCHOOLS	TRACT "B" * *			37.41	17,769.75			
" " " "	TRACT "C" * * *			30	14,250			
" " " "	TRACT "D" * * *			10	4,750			

* AREA AND LOCAL CONNECTION FEES FOR TRACT 5 ARE CALCULATED ONLY FOR THE SUBTRACTS 5A AND 5B SHOWN SHADED. REMAINING AREA AND LOCAL CONNECTION FEES ARE DUE AT SUCH TIME THE REMAINING AREA BECOMES DEVELOPED

CARROLL HIGH SCHOOL
SANITARY SEWER
EXHIBIT "A"

SY 11031

EXHIBIT "A"



AREA OF DEVELOPER

* * [ ] = AREA CONNECTION FEES OF $475/ACRE DUE RES. #61-140-11 TO BE PAID PRIOR TO ISSUANCE OF SEWER CONSTRUCTION PERMIT

[ ] = ADJACENT BENEFITTED AREA

* * * [ ] = AREA CONNECTION FEES DUE RES #61-140-11 TO BE PAID AT TIME OF DEVELOPEMENT AND TO BE SET AT $475/ACRE

PROPERTY OWNER	TRACT # OR LOT #	LEGAL DESCRIPTION	TAP EXTENSION COST	ACREAGE	AREA CONNECTION FEES 475/ACRE DUE RES #61-140-11	FRONT FOOTAGE (ft)	LOCAL CONNECTION FEES $3/FT DUE RES #61-140-11	TOTAL CONNECTION FEES
CHILDERS, JOHN A. & MARY T	1	NORTH WOODLAND HEIGHTS, PLAT "C"	$1355	0.459	$218.03	100	$300.00	$1873.03
GOCHENAUR, PAUL V & CONNIE	3	" " " " "	1355	0.459	218.03	100	300.00	1873.03
WILBER, JAMES L & PEGGY S	4	" " " " "	1355	0.573	272.18	125	375.00	2002.18
NORTHERN IND. DIST. BOARD OF THE CHURCH OF THE BRETHERN, INC	5	" " " " "	1355	0.573	272.18	125	375.00	2002.18
RUNKLE, FLOYD D & BETTY I	21	E 170 OF W 576.8 OF N 217.5 FT NE 1/4, 31-32-12	1355	0.771	366.23	170	510.00	2231.23
GAUNT, FRANK E & JUDITH M	36	E 120 OF N 207 FT NW 1/4 31-32-12	1355	0.515	244.63	120	360.00	1959.63
MULLIGAN, MARGARET ARLENE	42	E 175 OF W 245 OF N 207 FT NE 1/4 31-32-12	1355	0.751	356.73	175	525.00	2236.73
Mc GUIRE, JAMES L & LYNNE A	44	E 180 OF W 425 OF N 207 FT NE 1/4 31-32-12	1355	0.773	367.18	180	540.00	2262.18
HECK, WENDELIN & EDW *	5A *	S.W 1/4 & Pt. S. Of Ditch E Pt NW 1/4 30-32-12	270	0.578	274.55	90	270.00	814.55
HECK, WENDELIN & EDW *	5B *	S.W 1/4 & Pt S Of Ditch E Pt NW 1/4 30-32-12	1355	1.928	915.80	300	900.00	3170.80
TOTAL EXCESS BENEFITTED AREA CONNECTION FEES :			$12,465.00		$3505.54		$4,455.00	$20,425.54
NORTHWEST ALLEN COUNTY BUILDING CORP	TRACT "A" * *			2.59	$1230.25			
NORTHWEST ALLEN COUNTY SCHOOLS	TRACT "B" * *			37.41	17,769.75			
" " " "	TRACT "C" * * *			30	14,250			
" " " "	TRACT "D" * * *			10	4,750			

* AREA AND LOCAL CONNECTION FEES FOR TRACT 5 ARE CALCULATED ONLY FOR THE SUBTRACTS 5A AND 5B SHOWN SHADED. REMAINING AREA AND LOCAL CONNECTION FEES ARE DUE AT SUCH TIME THE REMAINING AREA BECOMES DEVELOPED

CITY OF FORT WAYNE STANDARD PLATE (B)

CARROLL HIGH SCHOOL SANITARY SEWER EXHIBIT "A"	RES. NO.
	W. O. NO.
Designed by Drawn by C.N. Checked by B.S.	Dwg. No. SY 11031
	Sheet 1 of 1
	FIELD BK. NO.

79- 32400

68-52-29 ORIGINAL
S-183-79 9/10/79 H.I.
10-9-79

AGREEMENT
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 10th day of Sept., 1979, by and between A. D. DELAGRANGE CONSTRUCTION, INC., 3320 Shoaff Park River Drive, Fort Wayne, Indiana, hereinafter referred to as the "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, by its Board of Public Works and Mayor, hereinafter referred to as "City", WITNESSETH:

79 OCT 22 P 1:21
ALLEN COUNTY RECORDER

WHEREAS, the Developer is developing B.34 acres into single-family housing, commonly referred to as Orchard Woods, Section B, and

WHEREAS, the Developer is desirous of extending City sanitary sewers to serve said Development, and

WHEREAS, the Developer has had detailed engineering plans and specifications prepared for the extension of City sanitary sewers to serve said Orchard Woods, Section B, and

WHEREAS, said plans have been reviewed and approved by the City, and

WHEREAS, the Developer is now ready to construct the sewers commonly known as "Orchard Woods, Section B, Sanitary Sewers", hereinafter referred to as "Sewer", and is described as follows:

MARKWOOD-TANGERINE LANE

Beginning at an existing manhole located at the northeast corner of Springbrook Road and Markwood Road; thence northerly along the east side of Markwood Road a distance of 315± feet to a proposed manhole; thence westerly in and along Tangerine Lane 165± feet to a proposed manhole; thence northerly in and along the east side of Tangerine Lane 385± feet, terminating at a proposed manhole located at the southwest corner of Lot 87, Orchard Woods, Section B.

LATERAL "A"

Beginning at Manhole #1 located on the aforedescribed sewer on the north side of Apricot Court and in the southwest corner of Lot 80 in Orchard Woods, Section B; thence easterly along the north side of Apricot Court a distance of 245± feet, terminating at a proposed clean-out at the southwest corner of Lot 76 in Orchard Woods, Section B.

LATERAL "B"

Beginning at a proposed manhole on the aforedescribed Lateral "A" located at the southeast corner of Lot 79 in Orchard Woods, Section B; thence north in and along a proposed easement between Lots 78 and 79, a distance of 150± feet, terminating at a proposed clean-out located at the northeast corner of said Lot 79.

LATERAL "C"

Beginning at manhole #2 located on the aforedescribed Tangerine Lane sewer located on the east side of Tangerine Lane; thence westerly in and along an easement between lots 67 and 68 and the westerly extension thereof across Lot 6, Clearview Addition a distance of 400± feet to a proposed manhole; thence northwesterly in and along a proposed easement across a portion of Lot 5 in Clearview Addition a distance of 180± feet terminating at a proposed manhole.

Said sewer shall be eight (8) inches in diameter.

Said Sewer to be constructed in accordance with the plans, specifications and profiles as prepared by Ronald L. Bonar & Associates, Inc., and approved by the Water Pollution Control Engineering Department, and on file at this time in the Office of the Board of Public Works. Said project, commonly known as

DULY ENTERED FOR TAXATION
OCT 22 1979
Gloria J. Gaughin
AUDITOR OF ALLEN COUNTY

Call Jim McCabe 7061

Orchard Woods, Section B. Said plans, specifications and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of the said Sewer is represented to be $25,300.00, which is composed of $24,000.00 construction cost; $800.00 engineering cost; $500.00 inspection cost.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications and profiles on file with the City. All work and materials shall be subject to inspection by the City and right of City to halt construction if there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by City. Notwithstanding the above, the Oeveloper may place in service a portion of the project before the entire project is completed, providing said portion is completed in accordance with said plans and specifications. Upon completion, said Sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said Sewer and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF OEVELOPER

Said Sewer will serve the area of the Developer which consists of 8.34 acres located in Section 13, Township 31 North, Range 12 East, and is bounded generally on the north by Cook Road, on the south by Orchard Woods, Section A, described in detail on the plat of Orchard Woods, Section A, which is attached hereto and made a part hereof and marked Exhibit "A". Said Sewer shall also serve Lots 3,4,5, and 6 in Clearview Addition.

4. AREA CONNECTION FEES

All future users of said Sewer, whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne, the St. Joe Interceptor Area Connection Fee of $475.00 per acre, as set forth in Oocument #74-22909 recorded on October 1, 1974. The amounts so collected

shall be retained by the City for expansions and improvements as set forth in the aforedescribed Resolution and deposited with the Fort Wayne Water Pollution Control Utility. The Area Connection Fees will be due as the areas are platted or as connected, and shall be paid for by Developer or property owner, prior to connection.

5. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

6. COUNCILMANIC APPROVAL

It is understood and agreed that this Contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance; and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this Contract shall be null and void and of no further force and effect.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this Contract, said Developer, for himself, his successors and assigns, agrees by this Contract to vest in City the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized Ordinance, the said real estate noted in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this Article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns, by any grantee, vendee,

or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this Contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now or hereafter located outside the Corporate Limits of City, who connect into the Sewer constructed hereunder, shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of such land or of the territory in which it is located, or of the area served by said Sewer.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:
A. D. DELAGRANGE CONSTRUCTION, INC.

BY Amos D. Delagrange
Amos D. Delagrange, President

BY _____

CITY OF FORT WAYNE

BY Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

BY Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar

_____
Max G. Scott

ATTEST:
Ursula Miller
Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:
Associate City Attorney

THIS INSTRUMENT PREPARED BY RONALD L. BONAR & ASSOCIATES, INC.

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared A. D. DELAGRANGE CONSTRUCTION, INC., by Amos D. Delagrange, President and , who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 27th day of August, 1979.

Karolyn B. Neale, Notary Public
who resides in Allen County Indiana
Commission expires Sept. 30, 1980.

Notary Public

Karolyn B. Neale, Notary Public
who resides in Allen County, Indiana
Commission expires Sept. 30, 1980.

My Commission Expires:

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; and Ethel H. LaMar and ~~Max G. Scott~~, members of the Board of Public Works; and Ursula Miller, Clerk of the Board of Public Works, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

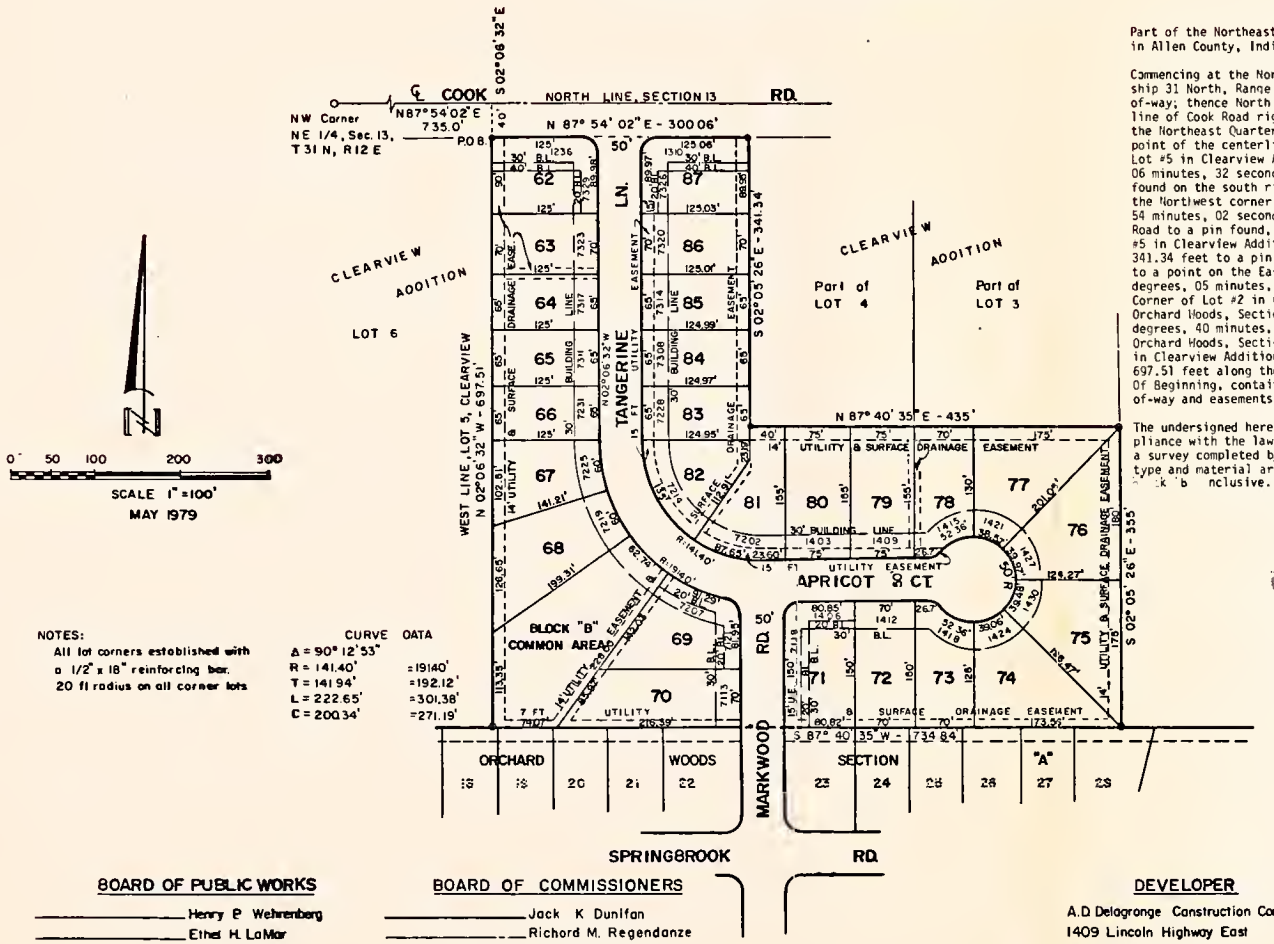
WITNESS my hand and notarial seal, this 10th day of September, 1979.

Anne J. Fort
Notary Public
Resident of Allen County, Ind.

My Commission Expires:
3/6/80

ORCHARD WOODS
SECTION "B"

REPLAT OF LOT 5 & PARTS OF LOTS 3 & 4 IN THE
CLEARVIEW ADDITION PER PLAT BOOK 16, PAGE 156.



NOTES:
All lot corners established with a 1/2" x 18" reinforcing bar.
20 ft radius on all corner lots

CURVE DATA

Δ = 90° 12' 53"	
R = 141.40'	= 19140'
T = 141.94'	= 192.12'
L = 222.65'	= 301.38'
C = 200.34'	= 271.19'

LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 13, Township 31 North, Range 12 East in Allen County, Indiana; more particularly described, to wit:

Commencing at the Northwest corner of the Northeast Quarter of Section 13, Township 31 North, Range 12 East, being a point on the centerline of Cook Road right-of-way; thence North 87 degrees, 54 minutes, 02 seconds East along the centerline of Cook Road right-of-way, said centerline also being the North Line of the Northeast Quarter of Section 13, a distance of 735.0 feet to the intersection point of the centerline of Cook Road right-of-way and extended West Line of Lot #5 in Clearview Addition, Plat Book 16, Page 156; thence South 02 deorees, 06 minutes, 32 seconds East, 40.0 feet to the Point Of Beginning, being a pin found on the south right-of-way of Cook Road, also being southerly 15 feet from the Northwest corner of Lot #5 in Clearview Addition; thence North 87 degrees, 54 minutes, 02 seconds East, 300.06 feet along the South right-of-way of Cook Road to a pin found, being 55.06 feet easterly of the Northeast corner of Lot #5 in Clearview Addition; thence South 02 degrees, 05 minutes, 26 seconds East 341.34 feet to a pin set; thence North 87 degrees, 40 minutes, 35 seconds East 453' to a point on the East Line of Lot #3 in Clearview Addition; thence South 02 degrees, 05 minutes, 26 seconds East, 355.0 feet to a pin set, being the Southeast Corner of Lot #2 in Clearview Addition, also being on the north boundary of Orchard Woods, Section A, recorded in Plat Book 40, Page 62; thence South 87 degrees, 40 minutes, 35 seconds West, 734.84 feet along the north boundary of Orchard Woods, Section A, to a pipe found being the southwest corner of Lot #5 in Clearview Addition; thence North 02 degrees, 06 minutes, 32 seconds West, 697.51 feet along the West Line of Lot #5 in Clearview Addition to the Point Of Beginning, containing 8.34 acres, more or less, and subject to all rights-of-way and easements of record.

The undersigned hereby certifies that he is a Land Surveyor licensed in compliance with the laws of the State of Indiana and this Plat correctly represents a survey completed by the undersigned on May 15, 1979, that all markers type and material are accurately shown. Lots are numbered 62 through 87 and [illegible] inclusive.

Ronald L. Bonar, L.S. #12057

ROBERT BONAR REGISTERED No. 12057 STATE OF INDIANA LAND SURVEYOR

RECEIVED
AUG 21 1979
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

BOARD OF PUBLIC WORKS
_____ Henry P. Wehrenberg
_____ Ethel H. LaMar
_____ Max G. Scott

COUNTY PLAN COMMISION
_____ Lester C. Gerig
_____ Lester Smith
_____ Edward L. Neufer

BOARD OF COMMISSIONERS
_____ Jack K Dunlfan
_____ Richord M. Regendanze
_____ Richard M. Ellenwood

ALLEN COUNTY SURVEYOR
_____ William L. Sweet

HEALTH COMMISSIONERS
_____ Dr Jane M. Irmscher

ZONING ADMINISTRATOR
_____ Jack G. Suter

DEVELOPER
A.D Delagronge Construction Company
1409 Lincoln Highway East
New Haven, Indiana

ENGINEER
Ronald L. Bonar & Assoc., Inc.
Suite 430 Utility Building
116 East Wayne Street
Fort Wayne, Indiana

Form 1929

68-47-7 4 I. 9/5/79

Improvement Resolution

No. 5853 - 79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to demolish all buildings and structures located at 424 West Superior Street, and site clearance.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne.

Adopted, this 5th *day of* September, 1979

ATTEST:
Ursula Miller
Secretary and Clerk

BOARD OF PUBLIC WORKS:
Henry P. Wilkenberg
Edward D. LaMar
Mary J. Scott

CALHOUN PRESS

-73

- City Paid

68-40-22 H.I
8/29/79

Form 1929

Improvement Resolution

FOR ~~FOR CURB AND SIDEWALK~~
CONCRETE WALL REPAIR

B0123-79

No. 5852 - 1979

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by repairing the deteriorated concrete retaining wall along the west side of St. Joe Blvd. from Columbia Street Bridge north to McDougal Avenue (4850 L.F. ±) with reinforced Gunite and 100% coverage on exposed surface with 1/2" Gunite Flashcoat, sealed with epoxy sealer.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne.

Adopted, this 29th *day of* August, 1979

ATTEST: Ursula Miller
Secretary & Clerk

BOARD OF PUBLIC WORKS: Henry P. Wehrenberg
Edgar W. Parker
Mary G. Scott

CALHOUN PRESS

City Paid 68-21-17 H.I 8/15/79

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5851 - 1979

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

ANTHONY BOULEVARD - From the south curb line of Maumee Avenue to the south curb line of Rudisill Boulevard

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 15 day of August, 1979.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

-75

City Paid — 68-21-16 H.I. 8/15/79

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5850 - 1979

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) Clinton Street - From the northwest property line of Parkhill Avenue to the south curb line of Coliseum Boulevard.

(2) Calhoun Street - From the north curb line of Superior Street to the west curb line of Clinton Street.

(3) Spy Run Extended - From the east property line of Clinton Street to the west property line of Parnell Avenue.

(4) Wayne Street - From the east curb line of Calhoun Street to the west curb line of Lafayette Street.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 15 day of August, 1979.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry F. Wehrenberg
Henry F. Wehrenberg, Chairman

Ethel W. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

City Paid

68-21-15 H.I
8/15/79

76

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5849 - 1979

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) OXFORD STREET - From the east pavement line of Hessen Cassel to the east pavement line of Bueter Drive.

(2) MAIN STREET - From the east property line of Van Buren Street to the east property line of Edgerton Street.

(3) BLUFFTON ROAD - From the south pavement line of Engle Road to the southwest pavement line of Old Trail Road.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 15th day of August, 1979.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST: Ursula Miller
Clerk

77

Form 1929

68-8-17 8/6/79

Improvement Resolution

FOR STREET OR ALLEY

No. 5846 - 79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve safety conditions in the 5700 block of Industrial Road by installation of guardrail approximately 670 L.F. along the west edge of the shoulder line.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by City of Fort Wayne.

Adopted, this 6th *day of* August 1979

ATTEST: Ursula Mills Secretary & Clerk

BOARD OF PUBLIC WORKS: Henry P. Wilkenberg, Ethel B. Lamar, Mary J. Scott

CALHOUN PRESS

68-8-14 H.I.
8/6/79

R-43-79
8/.../79

LEASE

LEASE, made the 30th day of August, 1979, between the City of Fort Wayne, Indiana ("Landlord") acting by and through its Board of Public Works, with the approval of its Mayor, and Peoples Trust Bank, an Indiana banking corporation having its principal offices in the City of Fort Wayne, Indiana ("Tenant"),

WITNESSETH:

WHEREAS, Landlord plans to construct a parking garage with approximately 430 spaces in the City of Fort Wayne, Indiana on the north half of the block bounded by Jefferson Street, Calhoun Street, Washington Boulevard and Clinton Street, said premises being more particularly described in the legal description attached hereto as Exhibit "A" (the parking garage being hereinafter called the "Fort Wayne Municipal Parking Garage"); and

WHEREAS, Tenant desires to lease parking spaces in the Fort Wayne Municipal Parking Garage;

NOW, THEREFORE, it is mutually agreed and covenanted between Landlord and Tenant as follows:

Article I. Parking Spaces

Landlord hereby agrees to lease to Tenant and Tenant hereby hires from Landlord a total of fifty (50) identified parking spaces in the Fort Wayne Municipal Parking Garage. A total of forty (40) of the identified parking spaces so leased, to be designated in the Lease Supplement, the form of which is attached hereto as Exhibit "B" (hereinafter referred to as the "Lease Supplement"), shall be available for use by the Tenant during the hours of 7:30 A.M. and 6:30 P.M. on Monday through Friday of each week throughout the term of this Lease. The remaining ten (10) identified parking spaces, to be designated in the Lease Supplement, shall be made available for use by the Tenant at all times during the term of this Lease.

Article II. Term

The term of the Lease shall commence on the date specified in the Lease Supplement, and, unless sooner terminated

as hereinafter provided, shall continue (i) if the date of commencement is not the first day of a month, for an interim term (the "Interim Term") from the date of commencement of the Lease to the end of the same month and (ii) for a primary term (the "Primary Term") commencing on the first day of the month next succeeding the date of commencement, if such date of commencement is other than the first day of a month, and continuing for a period of thirty-five (35) years (such Interim Term and such Primary Term being hereinafter referred to collectively as the "Initial Term").

Article III. Rent

Section 1. Tenant shall pay rent for the parking spaces hereby leased, at the times and in the manner herein provided, without notice or demand, as follows:

(a) During the Interim Term, if any, a pro-rata portion of the rent specified in subparagraph (b) hereof, such pro-rata portion to be based on the ratio which the number of days from the date of commencement of the Lease to the end of the same month bears to the total number of days in such month.

(b) During the Primary Term, (i) the sum of Forty Dollars ($40.00) per month for each of the forty (40) parking spaces designated for use during the hours of 7:30 A.M. through 6:30 P.M., for an aggregate rent of Nineteen Thousand Two Hundred Dollars ($19,200.00) per annum, and (ii) the sum of Forty-Eight Dollars ($48.00) per month for each of the ten (10) parking spaces designated for unlimited use, for an aggregate rent of Five Thousand Seven Hundred Sixty Dollars ($5,760.00) per annum, for a total aggregate rent for both (i) and (ii) of Twenty-Four Thousand Nine Hundred Sixty Dollars ($24,960.00) per annum.

Section 2. The rent due to Landlord under this Lease shall be payable in equal monthly installments, in advance, on the first day of each and every month throughout the term of this

Lease, provided that if the first day of any month is not a business day, then rent shall be payable on the first business day thereafter, and provided further that rent due to Landlord for the Interim Term, if any, shall be paid on the first day of the Interim Term. Rent shall be paid directly to Landlord at the principal office of Landlord or at such other place as Landlord may designate by written notice to Tenant.

Section 3. Subsequent to the first sixty (60) months of the Initial Term of this Lease, the rental rate specified in Section 1 hereof is subject to escalation on an annual basis to reflect the Tenant's proportionate share of increases in expenses incurred by the Landlord in the operation and maintenance of the Fort Wayne Municipal Parking Garage. Tenant's proportionate share of increases shall not exceed the ratio of the parking spaces leased under Section 1 hereof to the total number of parking spaces available for lease in the Fort Wayne Municipal Parking Garage. It is anticipated that there will be retail and/or service space on the ground floor level of the Calhoun Street side of the Fort Wayne Muncipal Parking Garage. Costs associated with such retail and/or service space shall not be considered in determining escalation. Only increases in expenses related to the operation of the Fort Wayne Municipal Parking Garage, as a garage, shall be taken into account in any proposed escalation. For the purposes of calculating escalation only increases in costs due to inflation, and not increases in costs due to additional usage, shall be considered. Escalation shall be calculated from a base mutually agreed upon by Landlord and Tenant. For the purposes of calculation and escalation, the base year shall be an average of the last four (4) years of the first five (5) years of the Initial Term of this Lease. The factors to be considered in determining escalation are set forth on the data sheet attached hereto as Exhibit "C". Escalation shall be computed annually as of the first day of January of each year following the first sixty (60) months of the Initial Term of this Lease, and shall be applicable for the ensuing calendar year. Escalation shall be limited to cost increases experienced by comparable commercial garages serving office uses in the downtown area of the City of Fort Wayne unless otherwise agreed to by Landlord and Tenant.

Section 4. To the extent that expenses incurred by the Landlord in the operation and maintenance of the Fort Wayne Municipal Parking Garage decrease in any year subsequent to the first sixty (60) months of the Initial Term of this Lease, the

rent payable by Tenant shall be reduced to reflect the Tenant's proportionate share of such decreases, provided that any such reduction shall not exceed the amount of any prior escalation from the rental rate specified in Section 1 hereof. Tenant's proportionate share of decreases shall not be less than the ratio of parking spaces leased under Section 1 hereof to the total number of parking spaces available for lease in the Fort Wayne Municipal Parking Garage. Reduction of rent shall be calculated in the same manner as that specified in Section 3 hereof for the calculation of escalation.

Article IV. Additional Parking Spaces

Section 1. Landlord shall have the sole option, at any time during the Initial Term of this Lease, to direct the Tenant to lease, and Tenant hereby agrees, upon such direction, to hire, additional parking spaces, in blocks of ten (10) identified parking spaces, but in any event not more than fifty-five (55) additional identified parking spaces, for a period of twelve (12) consecutive months, at a rate of Thirty Dollars ($30.00) per month for each additional identified parking space. Landlord may not direct Tenant to lease additional parking spaces pursuant to this Section 1 without also directing Peoples Trust Bank to lease additional parking spaces such that the total number of additional parking spaces hired by each bears the same ratio as the total number of parking spaces leased by each prior to Landlord's direction to each to hire additional parking spaces.

Section 2. Landlord may exercise the option provided in Section 1 of this Article IV only once in any period of twelve (12) consecutive months. Landlord must give notice to Tenant at least three (3) months in advance of the date such option is to be exercised. The notice shall identify the additional parking spaces to be leased. Such parking spaces shall be set aside for the sole use of Tenant during the hours of 7:30 A.M. through 6:30 P.M. on Monday through Friday of each week throughout the period of twelve (12) consecutive months from the date such option is exercised. Any parking spaces leased pursuant to this Article 2 shall, to the extent possible, be contiguous with and adjacent to the parking spaces previously leased pursuant to this Lease.

City of Fort Wayne, Indiana
City-County Building
Fort Wayne, Indiana 46802

September 24, 1979

Attn: Henry P. Wehrenberg,
Chairman, Board of
Public Works

Gentlemen:

Referring to Section 1 of Article IV of the Lease executed on the 3rd day of August, 1979 between the City of Fort Wayne, Indiana, as Landlord, and Peoples Trust Bank, as Tenant, it is our understanding that the option of the Landlord set out therein to direct the Tenant to lease additional parking spaces is a series of options exercisable from time to time throughout the Initial Term of the Lease, but not more frequently than once in any twelve (12) consecutive month period.

Sincerely yours,

PEOPLES TRUST BANK

By
Donnelly P. McDonald, Jr.,
Chairman

Section 3. In the event Tenant does not have an immediate need for all of the additional parking spaces leased pursuant to this Article IV, Tenant shall so notify Landlord and identify such spaces. Landlord shall then attempt to rent such spaces to transient users. Any transient rental received for such parking spaces, during such time as such spaces have been reserved for the use of Tenant, shall be credited to the account of Tenant. As long as Peoples Trust Bank, an Indiana corporation, or any of its successors and assigns, leases parking spaces in the Fort Wayne Municipal Parking Garage pursuant to a lease of even date herewith between Landlord and Peoples Trust Bank, the amount of any transient rental attributable to the total number of parking spaces released by Tenant and Peoples Trust Bank to Landlord shall be divided between the Tenant and Peoples Trust Bank in the same ratio as the number of parking spaces released by each. If Landlord subsequently obtains a tenant for any space or spaces released to it by Tenant, it shall so notify Tenant and Tenant shall, thereupon, be released from its obligations hereunder with regard to such space or spaces for the period of such tenancy.

Section 4. Rent due the Landlord pursuant to this Article IV shall be paid in accordance with Section 2 of Article III of this Lease.

Article V. Renewal Option

Section 1. After the expiration of the Initial Term, Tenant, at its sole election, shall have the right to renew this Lease for a total of up to four (4) consecutive five (5) year renewal periods, commencing on the expiration of the Initial Term. Tenant shall give Landlord notice of such election not later than one (1) year prior to the end of the Initial Term with respect to the first renewal period and not later than six (6) months prior to the end of each five (5) year renewal term with respect to the next succeeding five (5) year renewal term. Upon giving such notice, this Lease thereupon shall be deemed renewed for such renewal term with the same force and effect as if such renewal term had been originally included in the term of this Lease.

Section 2. All of the terms, covenants and conditions of this Lease shall continue in full force and effect during any renewal term except (i) those which by their terms are no longer applicable; (ii) that Tenant shall not have the right to renew

this Lease for any term beyond the renewal terms provided for in this Article V; and (iii) the rent during the renewal term shall be determined as provided in Section 3 of this Article V.

Section 3. The rental rate per space for each renewal period will be negotiated by the parties hereto, but, if agreement on a fair rental rate cannot be reached, then the rental rate shall be determined on the basis of appraisals of fair market value from three (3) independent qualified appraisers, the cost of which appraisals shall be borne equally by the parties hereto, but the rental rate shall not, in any event, exceed the rate charged by any comparable commercial parking garage serving office uses in the downtown area of the City of Fort Wayne.

Section 4. Any cancellation or termination of this Lease shall terminate the right of renewal provided in this Article V.

Article VI. Ingress and Egress

Tenant shall have the right of ingress and egress from the parking spaces leased under this Lease, free from impediment or obstruction, at all times during the periods specified for parking in this Lease.

Article VII. Maintenance

Section 1. Landlord shall mark those ten (10) identified parking spaces which are available for use by Tenant at all times with the following notice: "Reserved At All Times For Peoples Trust Bank". Landlord shall mark all other parking spaces leased pursuant to this Lease, except those released back to it by Tenant, with the following notice: "Reserved For Peoples Trust Bank From 7:30 A.M. to 6:30 P.M." Tenant shall have the right, at its own expense, to make such further designation of such parking spaces as it deems desirable. Tenant, at its own expense, shall also have the right, subject to prior approval of Landlord, which approval shall not be unreasonably withheld, to place such signs in or upon the Fort Wayne Municipal Parking Garage as it deems desirable.

Section 2. Landlord shall take care of the leased premises, shall keep them in good order and condition and shall make all necessary repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen.

Section 3. Landlord shall keep the leased premises clear and the sidewalks and driveways free from snow, ice, rubbish and other obstructions.

Section 4. Landlord shall provide and maintain, throughout the initial term of this Lease and throughout any extension or renewal of the term of this Lease, adequate lighting for the areas reserved for parking by Tenant and shall keep the lighting systems in good order and repair.

Section 5. Landlord shall furnish the services of a parking lot attendant or attendants during normal business hours. Tenant shall have access to its parking spaces and ingress and egress from the parking garage at all times.

Section 6. Landlord shall limit parking within the parking garage to double-axle vehicles with a gross weight of no more than ten thousand (10,000) pounds.

Section 7. Landlord shall maintain all elevators in good working order at all times.

Article VIII. Tenant Protected From Claims or Damages

From and after the date of the commencement of the term of this Lease, Landlord will hold the Tenant harmless from and against any and all claims, suits, damages or causes of action for damages arising after the commencement of the term of this Lease, and from and against any orders or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person, damage to property or loss of life sustained in or about the demised premises and the buildings and improvements thereon, during the term hereby demised, or upon the sidewalks, driveways, steps, railings and approaches appurtenant thereto by any person or persons whatever.

Article IX. Assignment and Subletting

Section 1. Tenant shall have the right to assign this Lease in whole or in part without Landlord's consent, provided that notice of such assignment is furnished to the Landlord. No such assignment, however, shall relieve the Tenant of its obligations under this Lease.

Section 2. Tenant shall have the right to sublet the leased premises in whole or in part without the consent of Landlord provided that such sublease shall be subject and subordinate to this Lease.

Article X. Remedies

Section 1. In the event of a failure of Tenant to pay rent as provided herein, and such failure to pay rent continues for a period of ten (10) days after written notice thereof by Landlord to Tenant, Landlord may, at its election, in addition to all other remedies provided by law, terminate this Lease.

Section 2. Landlord may not restrict the right of Tenant to free and unimpeded access to the identified parking spaces or any identified parking space without the prior written consent of Tenant. In the event of the failure of Landlord to provide free and unimpeded access to the identified parking spaces or any identified parking space, Landlord shall provide, at no cost to Tenant, an alternative parking space for each identified parking space that is rendered unavailable.

Section 3. The specific remedies to which Landlord or Tenant may resort under the provisions of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either of them may be lawfully entitled in case of any breach or threatened breach by the other of any of the terms, covenants, and conditions of this Lease. The failure of Landlord to insist upon the strict performance of any of the terms, covenants and conditions of this Lease, or to exercise any right or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant or condition. This Lease may not be changed

or terminated orally. In addition to the other remedies provided in this Lease, Landlord and Tenant shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the terms, covenants and conditions of this Lease or to a decree, in any court having jurisdiction in the matter, compelling performance of any of such terms, covenants and conditions.

Article XI. Excavations on Adjoining Property

If an excavation or other building operation shall be about to be made or shall be made upon any adjoining premises or streets, Landlord, at its expense, shall shore the foundations of the parking garage and walls thereof, and shall do any other act or thing necessary for the preservation of such parking garage.

Article XII. Right of Entry for Inspection and Repair

Landlord, its agents or designees, shall have the right to enter upon the leased space during reasonable business hours for the purpose of:

(a) inspecting it, and

(b) performing any maintenance, making any repairs to the leased space and performing any other work therein that may be necessary by reason of Landlord's obligations under this Lease,

provided that such right of entry shall not be exercised in such a manner as to unduly interfere with Tenant's right to use the space as provided in this Lease. Whenever practicable, Landlord shall exercise its right of entry during periods when such space is not being used by Tenant. In the event that the making of repairs or the performance of maintenance or other work by the Landlord makes any parking space unavailable for use by the Tenant, Landlord shall provide, at no cost to Tenant, an alternative parking space for each identified parking space that is rendered unavailable.

Article XIII. Notices

All notices which may be given under this Lease shall be deemed to be properly given if sent by United States registered mail - return receipt requested, addressed (1) if to Tenant, to the President, Peoples Trust Bank, One Summit Square, Fort Wayne, Indiana 46802 or at such other address as Tenant shall have furnished to Landlord in writing, or (2) if to Landlord, to the Mayor, City of Fort Wayne, Indiana 46802 or at such other address as Landlord shall have furnished to Tenant in writing. If so given, the date of depositing the notice in the United States mails shall be the date upon which such notice shall be deemed to have been given.

Article XIV. Succession

Except as otherwise expressly provided herein, this Lease and all the terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors and assigns. The term "Landlord" shall include the successors and assigns of Landlord and the term "Tenant" shall include the successors and assigns of Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

CITY OF FORT WAYNE, INDIANA, acting by and through its Board of Public Works with the approval of its Mayor

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
(Henry P. Wehrenberg)
Chairman

By Ethel H. LaMar
(Ethel H. LaMar)
Member

By Max G. Scott
(Max G. Scott)
Member

Attest:

Ursula Miller

Ursula Miller
Clerk

Approved:

Robert E. Armstrong
Mayor

Approved as to form and legality:

William N. Salin
City Attorney

PEOPLES TRUST BANK

By Hiram Nally
(Hiram Nally)
President

Attest:

Ronald W. Nienow
(Ronald W. Nienow)
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor of the City of Fort Wayne, Indiana, and Henry P. Wehrenberg, Ethel H. LaMar and Max G. Scott, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Ursula Miller, Clerk of said Board, who executed the foregoing Lease and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk, and the free act and deed of said City.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

Anne J Fox
Notary Public

I am a resident of
Allen County, Indiana
and My Commission Expires:

3/6/80

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Hiram Nally and Ronald W. Nienow, known to me to be the President and Secretary, respectively, of Peoples Trust Bank, an Indiana banking corporation, and acknowledged the same execution of the foregoing Lease, that they did so sign the same in the name and on behalf of said corporation as such officers, that the same is their free act and deed, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto subscribe my name and official seal.

Anne J. Fox
Notary Public

I am a Resident of Allen County, Indiana
and My Commission Expires:
3/6/80

CERTIFICATION

I, Charles W. Westerman, certify that I am the duly elected, qualified and acting Clerk of the City of Fort Wayne, Indiana and that the above and foregoing Lease was approved by (Ordinance) (Resolution) Number _____ adopted by the Common Council of the City of Fort Wayne, Indiana on _____ ____, 1979.

Charles W. Westerman
City Clerk

_____ ____, 1979

This instrument prepared by David G. Hume, Esq. of American Electric Power Service Corporation, 2 Broadway, New York, New York 10004 and William P. Fagan, Esq. of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana 46802 and Richard D. Robinson, Esq. of Rothberg, Gallmeyer, Fruechtenicht & Logan, Mezzanine Floor, Indiana Bank Building, Fort Wayne, Indiana 46802.

EXHIBIT "A"
TO LEASE BETWEEN
CITY OF FORT WAYNE, INDIANA,
AS LANDLORD,
AND
PEOPLES TRUST BANK,
AS TENANT,
DATED AUGUST 3, 1979

The real estate upon which the Fort Wayne Municipal Parking Garage will be constructed is described as follows:

Lots 106 through 112, inclusive, including the vacated alley which was formerly located between Lots 108 and 109 in Samuel Hanna's First Addition (sometimes referred to as "Samuel Hanna's Addition") to the City of Fort Wayne, Indiana, according to the plat thereof recorded in the Office of the Recorder of Allen County, Indiana.

Exhibit "B"

LEASE SUPPLEMENT

This LEASE SUPPLEMENT to the Lease dated , 1979 ("Lease") between the City of Fort Wayne, Fort Wayne, Indiana ("Landlord") and Peoples Trust Bank, an Indiana banking corporation ("Tenant"),

WITNESSETH:

WHEREAS, Landlord has completed construction of the Fort Wayne Municipal Parking Garage recited in the Lease and hereby certifies that the Fort Wayne Municipal Parking Garage is fit for the purposes for which it was constructed and is ready for occupancy by Tenant; and

WHEREAS, all necessary permits required for the operation of the Fort Wayne Municipal Parking Garage have been obtained by Landlord,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Landlord and Tenant hereby agree as follows:

1. Tenant hereby reconfirms that it has hired and Landlord hereby reconfirms that it has leased the following identified parking spaces:

Aggregate Amount	Identification Numbers	Days	Daily Period
10		Sunday through Saturday	24 hours
40		Monday through Friday	7:30 A.M. to 6:30 P.M.

There is attached hereto as Appendix A a Plan showing the location and size of each identified parking space.

2. The Lease Term is to commence on the date hereof.

IN WITNESS WHEREOF, Landlord and Tenant have caused this LEASE SUPPLEMENT to be duly executed this day of , 1980.

CITY OF FORT WAYNE, acting by and through its Board of Public Works with the approval of its Mayor

BOARD OF PUBLIC WORKS

By_____
Henry P. Wehrenberg
Chairman

By_____
Ethel H. LaMar
Member

By_____
Max G. Scott
Member

Attest:

_____
Ursula Miller
Clerk

Approved:

_____
Robert E. Armstrong
Mayor

Approved as to form and legality:

_____
William N. Salin
City Attorney

PEOPLES TRUST BANK

By_____
Hiram Nally
President

Attest:

_____
Ronald W. Nienow
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor of the City of Fort Wayne, Indiana, and Henry P. Wehrenberg, Ethel H. LaMar and Max G. Scott, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Ursula Miller, Clerk of said Board, who executed the foregoing Lease and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk, and the free act and deed of said City.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

_____
Notary Public

I am a resident of
_____ County, Indiana
and My Commission Expires:

_____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Hiram Nally and Ronald W. Nienow, known to me to be the President and Secretary, respectively, of Peoples Trust Bank, an Indiana banking corporation, and acknowledged the same execution of the foregoing Lease, that they did so sign the same in the name and on behalf of said corporation as such officers, that the same is their free act and deed, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto subscribe my name and official seal.

_____
Notary Public

I am a Resident of
_____ County, Indiana
and My Commission Expires:

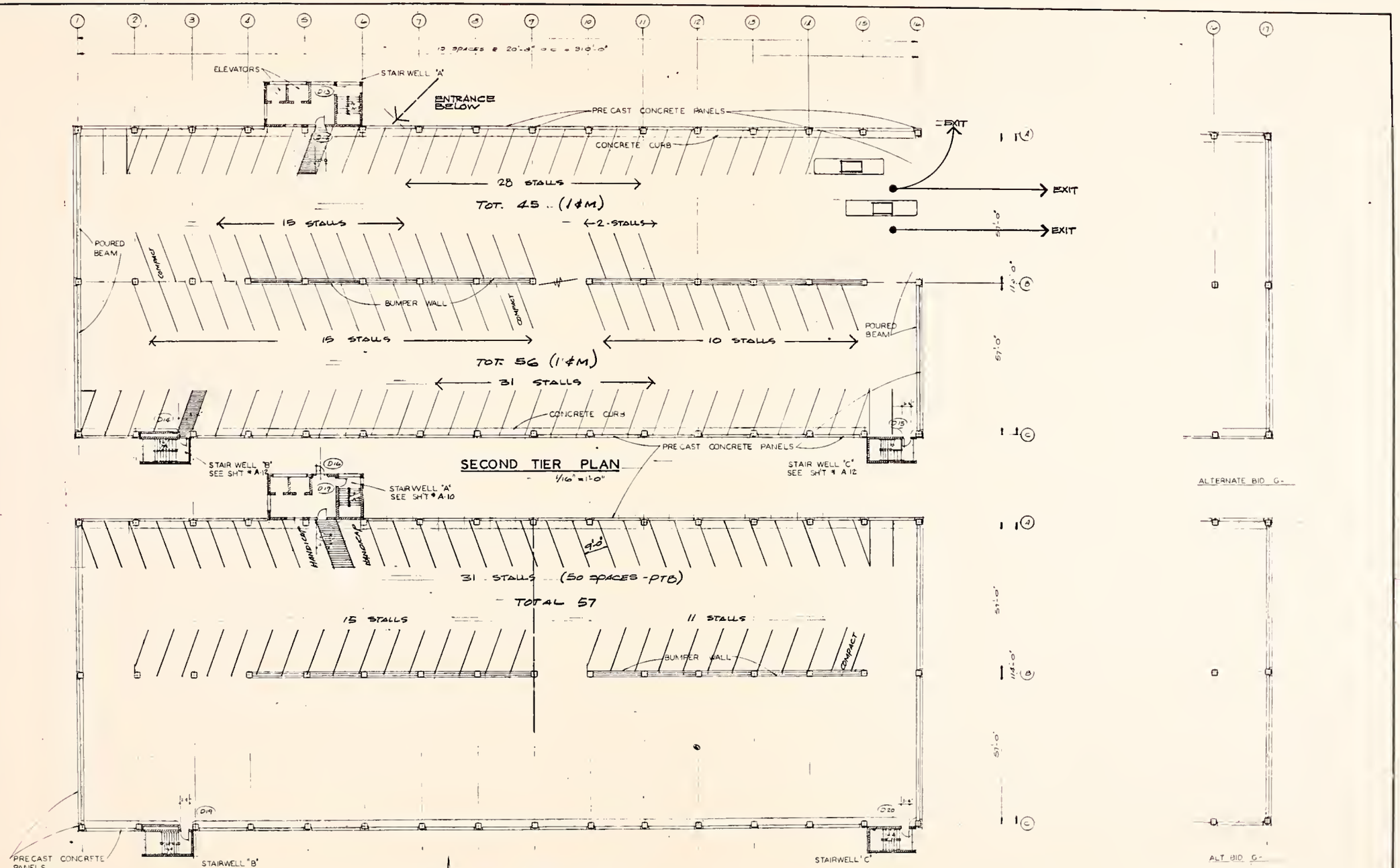
_____

This instrument prepared by David G. Hume, Esq. of American Electric Power Service Corporation, 2 Broadway, New York, New York 10004 and William P. Fagan, Esq. of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana 46802 and Richard D. Robinson, Esq. of Rothberg, Gallmeyer, Fruechtenicht & Logan, Mezzanine Floor, Indiana Bank Building, Fort Wayne, Indiana 46802.

Exhibit "C"

Fort Wayne Municipal Parking Garage
Escalation Base Data Sheet
Base Period _____

	Base Period	Current Year
Employees		
1. Number of employees directly involved in the operation of the parking garage _____		
2. Average yearly salary per job classification _____		
3. Ratio of number of employees to the number of parking spaces _____		
Salaries		
Fringe Benefits		
Insurance		
Material and Supplies		
Equipment Maintenance		
Building Maintenance		



Appendix A to Lease Supplement

All PTB spaces shall be at least 9' wide

CARL WALKER & ASSOCIATES, inc. CONSULTING ENGINEERS

CITY OF FORT WAYNE, INDIANA

CIVIC CENTER PARKING GARAGE

MTG MARTINDALE TOURNEY GIBSON INC ARCHITECTS • ENGINEERS • PLANNERS

680 A4

20679 28

Lease Agreement

Exhibit A, B, C

68-8-12 H.I. 8/6/79

Civic Center Parking Garage

Board of Works

68-4-27 H.I
8/1/79

EAST CENTRAL ASSOCIATION LEASE

The City of Fort Wayne pursuant to its governing powers has designated Neighborhood Care, Inc., a not-for-profit organization under the laws of Indiana, and a Division of Community Development and Planning, to operated, lease and exercise any and all authority relative to the daily operation of the above described realty. Therefore, consistant with this express agency relationship, Neighborhood Care, Inc. (hereinafter referred to as Operating Agent) covenants with the undersigned association and its successors (if any) as follows:

The City of Fort Wayne owners of real estate to wit:

1205 - 1207 East Lewis
Lot #13 Lot #12

Legal:

Lots 13 and 12 of Chute's Homestead Addition to the City of Fort Wayne.

Commonly known as 1205-1207 East Lewis Street.

1) The Operating Agent shall be responsible for the insurance premiums which will cover only the building, "should fire occur". All insurance premiums covering the realty and paid by the Lessor shall accrue solely to and for the benefit of the Lessor. All other additional items, including fixtures and personalty furnished by the Association will be the responsibility of the Association.

2) The Operating Agent shall not be obligated to exceed the thirty thousand dollars amount allocated by Council for costs in paragraph items stated in 1) and 2) of this agreement.

3) The Operating Agent shall be responsible for 3 keys to the building, two to be in the possession of the Association and one to be in the possession of the Owner. In the event new locks are necessary, the Association will assume the responsibility to purchase the locks and deliver one key to the Owner.

4) The Owner expressly grants the Lessee the right to sub-let space within the above described premises However, such grant is subject to written approval by the Lessor prior to each sub-letting by the Lessee.

5) The Association shall provide upon request an enclosed, separate office, having the capacity to be used by the staff of Neighborhood Care, Inc. on the first floor level. Said office shall be approved by Neighborhood Care, Inc. (as adequate for their use).

6) The Association shall be responsible for payments of all utilities for the building, including water and sewer, electricity, gas or oil, and telephone service, except the telephone used by Neighborhood Care, Inc.

7) The Association agrees that the premises were in sound condition upon entering occupancy of the premises and that upon termination of occupancy, the premisies will be returned to the Owner in the same clean, sightly and healthful condition as upon initial occupancy, reasonable wear and tear excepted.

8) The Association shall provide all maintenance except for major expenditure items, and the Associaiton is required to keep the building in clean, sanitary, safe and sound condition, including daily janitorial service.

9) Should the building on said premises or any substantial part of said premiese, without fault or negligence of either party, be destroyed so as to be unfit for occupancy, then this agreement may be cancelled at the election of either party.

10) This lease shall terminate without liability to the Lessee, should there be an emminent domain proceeding or other public condemnation of no fault and beyond the control of the Lessor. If such a contingency vests, the Lessor neither expressly or impliedly agrees or covenants that it will find a replacement property, but may at its sole descretion.

11) Any and all proceeds received from eminant domain proceeding shall accrue to and be the sole property of the Lessor.

12) The Association agrees an covenants that it will indemnify and hold harmless from any loss, resulting to the Lessor from the negligence of the Lessee, whether it is malfcasance of misfeasance. This exculpation includes, but is not limit to, injury done to or by the Lessee's agents, independent contractors, business invitees or licensees.

13) The Association covenants that this agreement will be used solely for the purposes enumerated above and that such contract terminates upon any attempted assignment by the occupant.

14) Should the Association substantially breach the covenants enumerated above, this agreement will terminate at the option of the Owner.

15) This instrument constitutes the entire agreement between the parties. Neither party shall be bound by any prior terms, conditions, statements or representations, oral or written, not herein contained.

16) No subsequent modification of this contract shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

17) The terms of the agreement shall not exceed one (1) year from the date of execution and can be terminated only for just cause, by a 30 day written notice, signed by an authorized agent and received in hand by the cancelling party's counterpart or sent by certified mail. Said agreement will be revived after expiration of the first year, only if both contracting parties agree.

EAST CENTRAL NEIGHBORHOOD ASSOCIATION

7/30/79 (Date)

BY Edward C Parton
AUTHORIZED AGENT FOR EAST CENTRAL NEIGHBORHOOD ASSOCIATION

7/30/79 (Date)

BY Albert B. Stiles
AUTHORIZED AGENT FOR EAST CENTRAL NEIGHBORHOOD ASSOCIATION

NEIGHBORHOOD CARE, INC.

7/30/79 (Date)

BY Ethel E. Patton
DIRECTOR OF NEIGHBORHOOD CARE, INC.

State of Indiana, County of ALLEN

Before me, a Notary Public in and for said County and State, on this 30th day of JULY, 1979, personally appreared Edward Clayton, Albert Stiles, Ethel E. Watson and each acknowledged the execution of the above and foregoing Agreement of Occupancy to a voluntary act without fraud, duress, or undue influence.

Etta J. Gray
NOTARY PUBLIC
ETTA J. GRAY
RESIDENT OF ALLEN COUNTY

My Commission Expires:

12-20-81

EEW/ys
7/27/79

93

F-230

CE 56
3/74

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

68-3-15 8/1/79 H.I.

THIS AGREEMENT, made this 18th day of July , 19 79

between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation

party of the first part (hereinafter called "Railroad") and THE CITY OF FORT WAYNE, a Political Sub-division of the State of Indiana

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, ~~as a temporary license,~~ the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 12-inch ductile iron forced water main, encased in a 24-inch steel pipe, through the lands and under and across the roadway and tracks of Railroad (formerly held by The New York Central Railroad Company) at Valuation Station 292+80±, located 934 feet south of Mile Post 4, at a point 3.13 miles north of the Station of Ft. Wayne, Allen County, Indiana.

in accordance with construction plans Sheets 1 and 8
submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. F-230 , dated July 10, 1979 , marked Exhibit "A," attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of One Thousand, Three Hundred Dollars ($ 1,300.00) as reimbursement for the rights granted in this Agreement.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. In that event, Railroad reserves the right to assess additional charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of the Railroad at or near said FACILITIES involve some risk, and the Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of the Licensee that are over, under, upon, or in the property and facilities of the Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad or otherwise.

(b) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(c) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the

original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement shall be terminable upon mutual consent of the parties hereto, provided that this Agreement may be terminated by the Railroad upon the violation of any of the terms, covenants and conditions of this Agreement on the part of the Licensee.

16. This Agreement shall take effect as of the first day of July A.D. 1979, subject to the provisions of Paragraph 19.

17. Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of the Railroad to continue operation of the line of railroad in the vicinity of the FACILITIES to prevent the termination of the Licensee's occupation rights at any crossing or occupation covered hereunder on account of an abandonment of line or service by the Railroad; nor shall there be any obligation upon the Railroad to perfect its title in order to continue in existence the said occupation rights after such abandonment of line or service.

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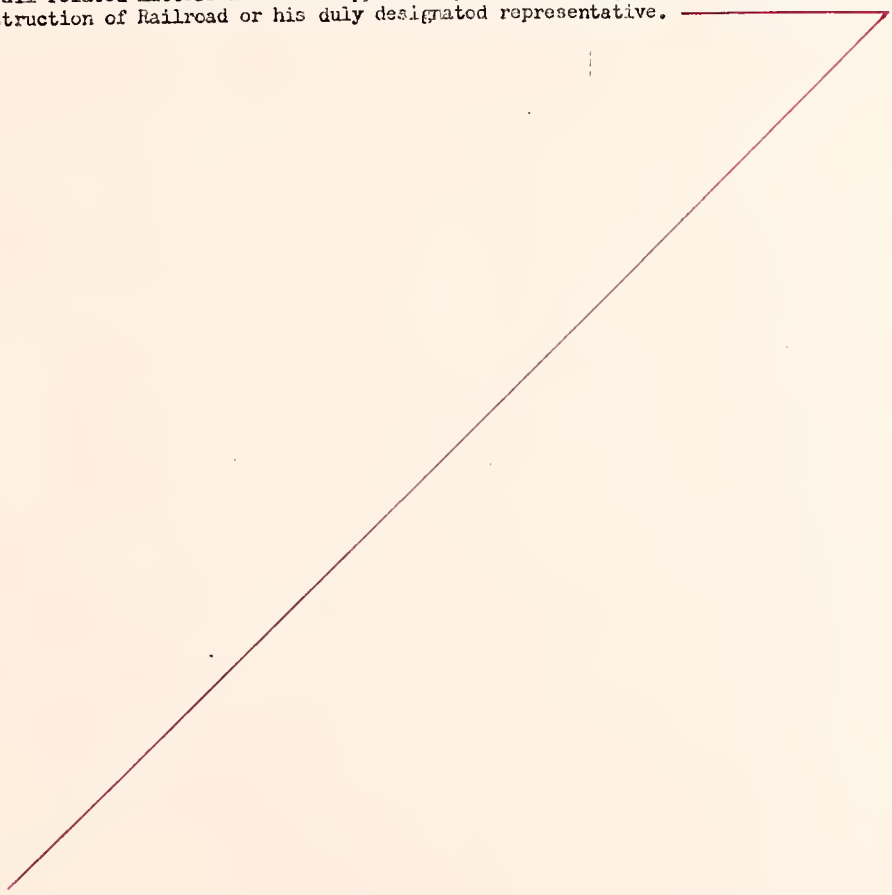
C.E. 66
8-76

18. This Agreement is authorized to be entered into by ~~Resolution,~~ or ~~Ordinance~~ No. 68 Adopted AUG 1ST 1979, By BOARD OF PUBLIC WORKS OF LICENSEE, a Certified copy of which is attached hereto. BOARD ACTION

19. This Agreement will not become valid until the method of installation and all related matters have been approved by the Chief Engineer - Design and Construction of Railroad or his duly designated representative.



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THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

C E R T I F I C A T I O N

I, Ursula Miller, the duly appointed and acting Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, hereby Certify that the attached copy of page 3 of Minute Record Book 68, of the Board of Public Works is a true and exact copy of said page 3 of the Minute Record of Wednesday, August 1, 1979.

Ursula Miller

URSULA MILLER

Subscribed and sworn to before me a Notary Public this 28th day of August, 1979.

Anne J. Fox

ANNE J. FOX, NOTARY PUBLIC
RESIDENT OF ALLEN COUNTY, INDIANA

MY COMMISSION EXPIRES:

MARCH 6, 1980

EQUAL OPPORTUNITY EMPLOYER

14.	Received Contract, Guaranty and Liability Bonds of Wayne Asphalt and Construction Co., Inc. in the amount of $110,113.05 prepared by the Street Engineering Department signed by United States Fidelity and Guaranty for Resurfacing Resolution No. 5844-79 for resurfacing and restoring pavement in the 4th Councilmanic District.	Approved and ordered sent to the Common Council on Tuesday, August 14, 1979 at 8:00 p.m.
15.	Received License Agreement with Consolidated Rail Corporation for Water Main on Fernhill Avenue.	Approved. A true copy is incorporated herein. Ordered City Utilities' Accounting to issue check in the amount of $1,300.00 to Consolidated Rail Corporation.
16.	Received partial payment estimate No. 3 of Shambaugh & Son, Inc in the amount of $6,543.00 approved by the Water Engineering Department for Contract No. 77-W-3 - Water Works Improvements - St. Joseph Dam and Pump Station, McNamee, Porter & Seeley, Consulting Engineers.	Approved and ordered City Utilities to pay invoice. Also ordered the amount of $727.00 paid to Shambaugh and Son, Inc. Escrow Account at Fort Wayne National Bank.
17.	Received partial payment Estimate No 6 of Hagerman-Shambaugh (joint Bidders) in the amount of $112,507.20 prepared and approved by McNamee, Porter & Seeley, Consulting Engineers, for Contract 77-W-2, Fort Wayne Filtration Plant Expansion.	Approved and ordered City Utilities to pay invoice. Also ordered the amount of $12,500.80 paid to Hagerman - Shambaugh Escrow Account at Fort Wayne National Bank.
18.	Received Change Order #1 of L. W. Dailey, Inc. in the decreased amount of $4,736.85 prepared and approved by the Street Engineering Department for Resolution No. 5793-77 - Sidewalk on Spy Run at Old Fort.	Approved.
19.	Received invoice of Hipskind Concrete Corporation in the amount of $2,219.50 approved by the Street Engineering Department for work performed at 417 W. Wildwood, Tecumseh and Rivermet, northeast corner of Sherman and Greenlawn and 1816, 1910 and 1922 Sherman Boulevard. (Invitational bid award).	Approved and ordered paid under Purchase Order 4-06665.
20.	Received invoice of Hipskind Asphalt Corporation in the amount of $3,654.83 approved by the Street Engineering Department for release of retainage monies due on Resurfacing Resolution No. 5806-78 - Winchester Road.	Approved and ordered paid from Revenue Sharing Account.
21.	Received a petition for repair of sidewalk at 4633 Crestwood.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order 101-79.
22.	Received a request from UNITED WAY (Chuck Merrill) 227 E. Washington, for permission to barricade hooding six meters on Barr Street directly in front of Foellinger Center on Thursday, August 2, 1979 from 8:00 a.m. to 1:00 Noon. PURPOSE: Organization is moving.	Approved.

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CE-65
CE-66
10-70

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WITNESS:

CONSOLIDATED RAIL CORPORATION

BY R. W. Orr
R. W. Orr
Assistant Vice President - Contracts

WITNESS:

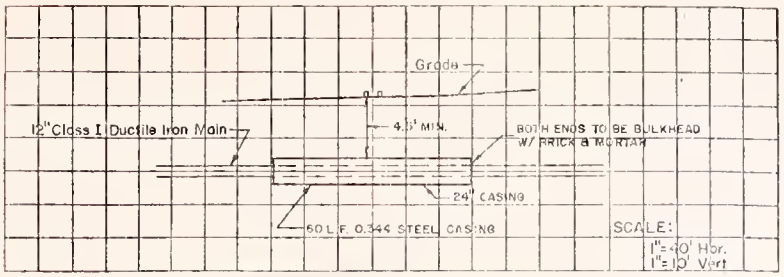
Ursula Miller

THE CITY OF FORT WAYNE

BY Henry P. Helmberger
Its
Edward W. LaMar
Mary G Scott

93

EXHIBIT "A"
7-10-79
FILE: F-230

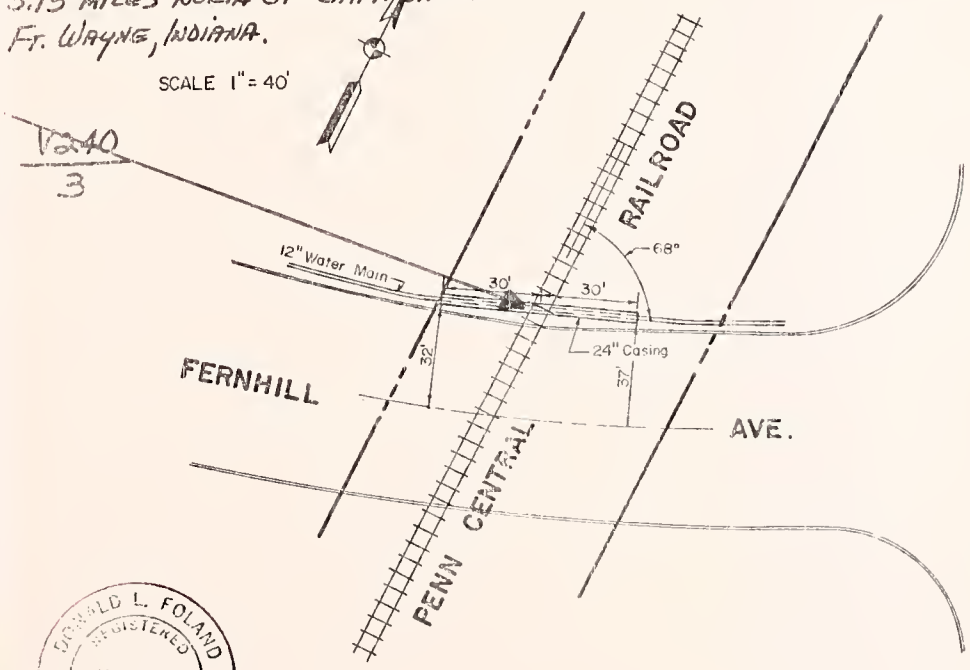


TO BE INSTALLED BY OPEN CUT

2 STATIONING CROSSING V.S. 292+80 ±
CROSSING IS 934' SOUTH OF M.P. 4 ±
3.13 MILES NORTH OF STATION OF
FT. WAYNE, INDIANA.

SCALE 1" = 40'

T240
3



DONALD L. FOLAND
REGISTERED
No. 9030
STATE OF
INDIANA
PROFESSIONAL ENGINEER

D. L. Foland
May 21 1979

APPROXIMENTLY 435' N. AND 421' E. OF THE S.W. COR. OF THE N.E. 1/4 OF SEC. 26, T-31-N, R-12-E, ALL IN ALLEN COUNTY, INDIANA.

Memorandum

To Board of Public Works Date 9-13-79

From D. L. Foland

Subject Approved License Agreement with Consolidated Rail Corporation, Water Main on Fernhill Avenue, W. O. #63443

COPIES TO:

Acctg.
E. Stanczak
H. Biggs
Chrono

Attached is the original copy of the above agreement with Conrail and a September 7 transmittal from R. W. Orr. Both are forwarded for your files.

The last paragraph of the letter indicates that certain things are to take place prior to our installing the casing pipe for which the Agreement was prepared. These items were called to our attention in Mr. Orr's letter of July 24 and have been taken care of. Also, the casing is in place for its future use when we are ready to install the main along Fernhill, thus preventing our having to do any further excavation for the main installation under the Conrail trackage.

Should you have any questions regarding this matter I am at your disposal.

D. L. Foland

D. L. Foland, P. E.
Chief Water Engineer

/rcw
Attach.

NOTED
H.P.W.
E.M.L.
M.C.S.
Date

BOARD OF PUBLIC WORKS
SEP 13 10/9

085

79- 27810

68-2-9 H.I. 8/1/79

B0130-79

S-157-79 8/28/79

79 SEP 10 AM 11:47

ALLEN COUNTY RECORDER

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT made in triplicate this 1st day of August, 1979, by and between WOODMONT REALTY, INC., hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

WOODMONT OAKS

Line A - Beginning at a proposed manhole "F" to be constructed over an existing 21" sanitary sewer, said manhole being situated 2110 (±) feet East and 280 (±) feet North of the centerline intersection of S. R. #3 and Dupont Road; thence Northeasterly, a distance of 180 feet to a proposed manhole "E"; thence Northerly along the future right-of-way of Ogden Oaks Court in Windsor Woods, a distance of 250 feet to proposed manhole "D"; thence Northwesterly, along the future right-of-way of said Ogden Oaks Court, a distance of 380 feet to proposed manhole "C"; thence Northeasterly, along the future right-of-way of Radbourne Court in said Windsor Woods, a distance of 200 feet to proposed manhole "B"; thence Northeasterly, a distance of 295 feet to proposed manhole "A", said manhole being situated 70 (±) feet South of the Northwest corner of Lot #8 in Woodmont, Section 1; thence Northerly, along the West line of said Lot #8, a distance of 100 feet to proposed manhole #1, said manhole being situated on the most Southerly corner of Lot #29 in Woodmont Oaks; thence Northeasterly, a distance of 250 feet to proposed manhole #2, said manhole being situated on the Southeast corner of said Lot #29 and the South right-of-way of Country Wood Trail in Woodmont Oaks; thence Easterly, along the South right-of-way of said Country Wood Trail, a distance of 300 feet to proposed manhole #3; thence Easterly, along the South right-of-way of said Country Wood Trail, a distance of 265 feet to proposed manhole #4, said manhole being situated on the most Westerly corner of Lot #38 and the Northeast right-of-way of Hickory Branch Court in Woodmont Oaks; thence Northerly, along the East right-of-way of said Country Wood Trail, a distance of 240 feet to proposed manhole #5; thence Northerly, along the East right-of-way of said Country Wood Trail, a distance of 180 feet to proposed manhole #6; thence Northerly, along the East right-of-way of said Country Wood Trail, a distance of 135 feet to proposed manhole #7, said manhole being situated 10 (±) feet East of the corner of Lots #1 and #2 and the North right-of-way of Rollingwood Lane in Woodmont Oaks; thence Northwesterly, along the Northeast right-of-way of said Rollingwood Lane, a distance of 180 feet to proposed manhole #8, said manhole being situated on the most Westerly corner of said Lot #2 and the Southeast right-of-way of Oak Leaf Place in Woodmont Oaks; thence Northwesterly, along the Northeast right-of-way of said Rollingwood Lane, a distance of

DULY ENTERED FOR TAXATION
SEP 8 1979
Glenn F. Coughlin
AUDITOR OF ALLEN COUNTY

W.P.C.E.
Call Jeff - 7061

C 8.50

240 feet to proposed manhole #9; thence Westerly, along the North right-of-way of said Rollingwood Lane, a distance of 230 feet to proposed manhole #10, said manhole being situated on the corners of Lots #8 and #9 and the North right-of-way of said Rollingwood Lane; thence West, along the North right-of-way of said Rollingwood Lane, a distance of 250 feet terminating at proposed manhole #11.

Line B - Beginning at proposed manhole #10, said manhole being situated on the corners of Lots #8 and #9 and the North right-of-way of Rollingwood Lane in Woodmont Oaks; thence South along the East right-of-way of Rollingwood Place in Woodmont Oaks, a distance of 315 feet; thence South, along the East right-of-way of said Rollingwood Place, a distance of 160 feet terminating at proposed cleanout #13, said cleanout being situated on the corners of Lots #15 and #16 in Woodmont Oaks and the right-of-way of said Rollingwood Place.

Line C - Beginning at proposed manhole #8, said manhole being situated on the most Westerly corner of Lot #2 and the Southeast right-of-way of Oak Leaf Place in Woodmont Oaks; thence Northeasterly, along the Southeast right-of-way of said Oak Leaf Place, a distance of 220 feet terminating at a proposed manhole #14, said manhole being situated on the corners of Lots #3 and #4 and the right-of-way of Oak Leaf Place.

Line D - Beginning at proposed manhole #4, said manhole being situated on the most Westerly corner of Lot #38 and the Northeast right-of-way of Hickory Branch Court in Woodmont Oaks; thence Southeasterly, along the Northeast right-of-way of said Hickory Branch Court, a distance of 205 feet terminating at proposed manhole #15, said manhole being situated on the corners of Lots #36 and #37 in Woodmont Oaks and the right-of-way of said Hickory Branch Court.

All sewers consist of 4575± L.F. of 8-inch E.S.C.P., ABS Plastic Pipe or A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as Woodmont Oaks, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved

by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as Woodmont Oaks.

WOODMONT OAKS

The 31 acres lying West of the East 17 acres of the North Half of the Southeast Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the North line of said Southeast Quarter at the Northwest corner of said East 17 acres; thence S 88°-04'-30" W, on and along said North line, a distance of 1029.46 feet to the Northwest corner of said 31 acres; thence S 00°-46'-40" E, on and along the West line of said 31 acres, a distance of 1312.41 feet to the Southwest corner thereof; thence N 88°-31' E, on and along the South line of said North Half, a distance of 1024.07 feet to the Southwest corner of said East 17 acres; thence N 00°-33' W, on and along the West line of said East 17 acres, a distance of 1320.42 feet to the point of beginning, containing 31.024 acres of land.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no additional charge or assessment shall be made by City against the above described real estate for the construction of said sewer to the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of $475.00 per acre shall be paid to the City at the time of connection. This area connection charge represents the oversizing cost expended by the City for the sanitary sewer, St. Joe Interceptor, that provides service to Woodmont Oaks.

5. BOND.

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in paragraph above, which

provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contact purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its ratification and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

WOODMONT REALTY, INC.

ATTEST:

Dwight Graber
Corporate Secretary

By: Robert L. Meister
Robert L. Meister , President
"DEVELOPER"

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Meister , President and Dwight Graber , Corporate Secretary of WOODMONT REALTY, INC. who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21st day of January, 1977.

Eileen M Rathert
, Notary Public

My Commission Expires:

November 19 1981

Resident of Allen County, Indiana.

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By: Ethel H. LaMar
Ethel H. LaMar, Member

By: Max G. Scott
Max G. Scott, Member

ATTEST:
Ursula J. Miller
Ursula J. Miller, Clerk

Approved as to form and legality:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, Max G. Scott and Ursula J. Miller, known to me to be the Mayor, the Members of the Board of Works, and Clerk of the City of Fort Wayne, Indiana, respectively, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand and notarila seal this 1st day of August, 1974.

Anne J. Fox
Notary Public

My Commission Expires:
3/6/80

Resident of Allen County, Indiana.

This instrument prepared by: Larry J. Burke, Deputy City Attorney.

FRONT

Wednesday, August 1, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar,
M. G Scott
Ursula Miller

Received Minutes of Meeting held on Monday, July 30, 1979 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Aporoved and ordered sent to the Department of Finance.

3. Received driveway application:

716 Snowfall Rd ---------- Worthman Homes
910 Pasadena Ave. ---------- Ned Keener Const.

Approved and permits issued.

4. Received Final Assessment Roll prepared by the Street Engineering Department for Sidewalk Resolution No. 5798-79 Tillman Road - South Anthony and Hessen Cassel Road area.

CONFIRMED.

Ordered sent to the Department of Finance.

5. RECEIVE BIDS:

Street Lighting Resolution No. 137-79 for the installation of street lighting in the Harrison Hill Area:

N. G. GILBERT ---------- $89,760.00

T & F CONST. CO. --------- $87,984.00

Referred to the Street Lighting Engineering Department.

Will award contract on Monday, August 6, 1979 at 9:00 a.m.

6. Received orivate sidewalk applications:

3501 Warsaw ----------Irmscher & Sons
813 Milton ----------Ned Keener Const.
6417 Monarch Dr. ---------- E. Roussel Concrete

Approved and permits issued.

7. Received street cut applications:

2834 Darlene --- NIPSCO
220 E. Douglas --- Schinner & Truemoer
4330 Drury Lane --- NIPSCO
3371 Elmhurst --- "
602 Jefferson --- Bill Winans Excav.
2023 Glendale --- NIPSCO
2325 Goshen (orkstro) --- C.U. Water Maint.

Approved and permits issued.

3506 Indiana (prkstrp)	---	C.U. Water Maint.
5622 Inland Trail	---	NIPSCO
Kentland / 920 Louisedale	---	"
2333 Kenwood (alley)	---	R. Pelkington
3301 Maumee (alley)	---	Harold McComb & Sons
2108 Morris	---	NIPSCO
4828 Nevada (prkstrp)	---	C.U. Water Maint.
1005 Pinehurst	---	NIPSCO
1902 Riedmiller	---	"
1210 W. Rudisill	---	"
Sherman /908 Elmer	---	"
723 - 725 Park Court	---	"
3927 Winter	---	"
1105 Wells	---	"
236 W. Williams (prkstrp)	---	"
243 E. Pontiac	---	"
2510 Lillie	---	"
511 McKinnie	---	"
118 E. Woodland (alley)	---	"

8. Received quotations from the Purchasing Agent for the proposed purchase of 48000 feet of aluminum wire for the City Street Lighting Department:

ALL PHASE ELECTRIC CO. ---------	$ 5,040.00
GRAYBAR ELEC. CO. -------------	$ 5,625.60
WESTINGHOUSE ELEC. CO. ---------	$13,617.60
KIEMBLE-HAWKINS CO. -----------	$14,880.00
GENERAL ELECTRIC SUPPLY---------	$ 5,760.00

The bid of All Phase Electric C[o.] was accepted under Purchase Order No. 00124B in the amount of $5,040.00.

Ordered sent to the Common Counc[il] on Tuesday, August 14, 1979 at [8:00 p.m.]

9. Received Agreement for Sewer Extension between Woodmont Realty, Inc. and the City of Fort Wayne, Indiana, for the construction of sanitary sewer to serve Woodmont Oaks.

Approved. A true copy is incorp[orated] herein.
Ordered sent to the Common Council on Tuesday, August 14, 1979 at 8:[00 p.m.]

10. Received invoice of Carrington & Associates, Inc. in the amount of $874.61 approved and prepared by the Street Engineering Department for repair work on alley approach on Steup Avenue - first alley south of Emerson Avenue. (Work performed to complete CONTINENTAL CONSTRUCTION COMPANY CONTRACT RESOLUTION NO. 5726-76) (Amount is to be deducted from Continental Construction Co. invoice on assessment roll).

Approved and ordered paid from encumbered MVH Purchase Order No. 34500.

11. Received Contract No. 79-XP-3, Guaranty and Liability Bonds of Bercot, Inc. in the amount of $60,263.00 prepared by the Water Engineering Department signed by The Western Casualty and Surety Company for installation of Water Main along West Main Street between Calhoun and Maiden Lane.

Approved and ordered sent to the Common Council on Tuesday, August 14, 1979 at 8:00 p.m.

12. Received Contract, Guaranty and Liability Bonds of Wayne Asphalt and Construction Company, Inc. in the amount of $190,696.90 prepared by the Street Engineering Department signed by the United States Fidelity & Guaranty Surety for Improvement Resolution No. 5843-79 for resurfacing and restoring pavement in the 3rd Councilmanic District.

Approved and ordered sent to the Common Council on Tuesday, August 14, 1979 at 8:00 p.m.

13. Received Contract, Guaranty and Liability Bonds of Rieth-Riley Construction Company in the amount of $175,321.56 prepared by the Street Engineering Department signed by the United Pacific Insurance Company for Improvement Resolution No. 5831-79 for improving Lake Avenue (Hobson Road area).

Approved and ordered sent to the Common Council on Tuesday, August 14, 1979 at 8:00 p.m.

14. Received Contract, Guaranty and Liability Bonds of Wayne Asphalt and Construction Co., Inc. in the amount of $110,113.05 prepared by the Street Engineering Department signed by United States Fidelity and Guaranty for Resurfacing Resolution No. 5844-79 for resurfacing and restoring pavement in the 4th Councilmanic District.	Approved and ordered sent to the Common Council on Tuesday, August 14, 1979 at 8:00 p.m.
15. Received License Agreement with Consolidated Rail Corporation for Water Main on Fernhill Avenue.	Approved. A true copy is incorporated herein. Ordered City Utilities' Accounting to issue check in the amount of $1,300.00 to Consolidated Rail Corporation.
16. Received partial payment estimate No. 3 of Shambaugh & Son, Inc. in the amount of $6,543.00 approved by the Water Engineering Department for Contract No. 77-W-3 - Water Works Improvements - St. Joseph Dam and Pump Station, McNamee, Porter & Seeley, Consulting Engineers.	Approved and ordered City Utilities to pay invoice. Also ordered the amount of $727.00 paid to Shambaugh and Son, Inc. Escrow Account at Fort Wayne National Bank.
17. Received partial payment Estimate No 6 of Hagerman-Shambaugh (joint Bidders) in the amount of $112,507.20 prepared and approved by McNamee, Porter & Seeley, Consulting Engineers, for Contract 77-W-2, Fort Wayne Filtration Plant Expansion.	Approved and ordered City Utilities to pay invoice. Also ordered the amount of $12,500.80 paid to Hagerman - Shambaugh Escrow Account at Fort Wayne National Bank.
18. Received Change Order #1 of L. W. Dailey, Inc. in the decreased amount of $4,736.85 prepared and approved by the Street Engineering Department for Resolution No. 5793-77 - Sidewalk on Soy Run at Old Fort.	Approved.
19. Received invoice of Hinskind Concrete Corporation in the amount of $2,219.50 approved by the Street Engineering Department for work performed at 417 W. Wildwood, Tecumseh and Rivermet, northeast corner of Sherman and Greenlawn and 1816, 1910 and 1922 Sherman Boulevard. (Invitational bid award).	Approved and ordered paid under Purchase Order 4-06665.
20. Received invoice of Hinskind Asphalt Corporation in the amount of $3,654.93 approved by the Street Engineering Department for release of retainage monies due on Resurfacing Resolution No. 5806-78 - Winchester Road.	Approved and ordered paid from Revenue Sharing Account.
21. Received a petition for repair of sidewalk at 4633 Crestwood.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order 101-79.
22. Received a request from UNITED WAY (Chuck Merrill) 227 E. Washington, for permission to barricade hooding six meters on Barr Street directly in front of Foellinger Center on Thursday, August 2, 1979 from 8:00 a.m. to 12:00 Noon. PURPOSE: Organization is moving.	Approved.

23. Received a request from NIPSCO, (Don Raft) 1501 Hale Avenue, for oermission to barricade Hobson Road at Lake Avenue (accessible from State Street) on Wednesday and Thursday, August 1 and August 2, 1979 from 9:00 a.m. till 3:00 p.m.
PURPOSE: Relocating a gas main.

Aooroved and permit issued.

24. Received a request from Holy Cross Temole Church of God in Christ (Rev. Floyd Hood), 450 E. Wallace Street, for oermission to barricade the following streets on five Saturdays from 6:00 o.m. to 8:00 o.m.:

1. - 8/4/79 - 300 block E. Woodland between Barr and Lafayette Streets.
2. 8/11/79- 500 block E. Douglas between Monroe and Clay Streets.
3. 8/18/79- 1200 block Eliza between Ohio and Chute.
4. 8/25/79- 1200 block Francis between Hugh and Lewis Streets.
5. 9/1/79 - 400 block E. Masterson between Clay and Lafayette Streets.

PURPOSE: Church services in the streets.

Approved and oermit issued.

25. Received a request from Dennis Jennings, Contractor, 210 E. Fleming, for oermission to barricade alley between Spy Run and McAfee Street on August 1 to August 3, 1979 from 8:00 a.m. to 4:00 o.m.
PURPOSE: Removing roof.

Aooroved and oermit issued.

26. Received a request from Gary Koch, 112 E. Lexington Court, for oermission to barricade Calhoun Street at first alley on East Lexington on Saturday, August 4, 1979 from 3:00 o.m. to 10:00 p.m.
PURPOSE: Block party. Barricades are to be olaced at Clinton and also at Calhoun Streets.

Aooroved and oermit issue

27. Received Lease between City of Fort Wayne (Neighborhood Care, Inc.) and East Central Neighborhood Association for use of 1205 and 1207 E. Lewis Street (Lots 12 and 13 of Chutes's Homestead Addition).

Approved. A true copy is i
oorated herein.
Copy on file in the Board of
Public Works.

Meeting adjourned at 10:30 a.

Henry P. Wehrenberg

Edward W. Parman

Ivan A. Yoder

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Thursday, August 2, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 o.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar,
M. G Scott
Ursula Miller

1. Continued from July 19, 1979
HEARING ON CONFIRMATION:

Curb and Sidewalk Improvement Resolution No. 5842-79 for imoroving curbs, sidewalk and drive approaches along Edgehill Avenue, Westbrook Drive and Jacobs Avenue more specifically indentified as Lot #158 through Lot #189 in Brookview Addition.

CONFIRMED.

Advertise Notice to Contractors August 10 and 17, 1979.

Receive bids on Wednesday, August 22, 1979 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

2. Received request from Northern Indiana Public Service Company (Dwayne Rakeweg) 114 E. Wayne, for permission to barricade South Park Drive - south of the intersection of Senate and South Park Drive on Thursday, August 2, 1979 from 10:00 a.m. to 4:00 o.m.
PURPOSE: Repair gas leak.

Approved and permit issued.

3. Received a request from Acme Demolition (Jim Hughes) 1702 Simon St., for permission to barricade the sidewalk in front of 235 W. Jefferson on August 4 to August 14, 1979 all day.
PURPOSE: Demolition of building.

Approved and permit issued.

4. Received a request from C. Miller & Sons Roofing Company (Mort Dalman) 4136 W. Washington Center Road, for permission to barricade alley running east and west between Wayne and Washington and Harrison and Calhoun on Saturday, August 4, 1979 all day.
PURPOSE: Receiving loads of stone - also putting on new roof on Peoples' Trust Bank.

Approved and permit issued.

Meeting adjourned at 3:37 p.m.

Henry P. Wehrenberg

E. H. LaMar

M. G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, August 6, 1979

Deoartment of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT — E. H. LaMar, M. G Scott
Ursula Miller, Secretary and Clerk — Ursula Miller

Received minutes of meetings held on Wednesday, August 1, 1979 at 9 a.m. and Thursday, August 2, 1979 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received oayment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received orivate sidewalk aoplications: — Approved and permtis issued.

1501 Clinton (U.S. Post Office) -----Hagerman Const. Co.
2213 Brooklyn ----------E. Holiday
1919 Maumee ----------C.A. Lehman & Sons
926 Nuttman ----------A. C. C. Concrete
940 Nuttman ----------A.C.C. Concrete
1002 Nuttman ----------A.C.C. Concrete
1326 Pemberton ----------Jim Leooer

4. Received driveway aplications: — Aooroved and oermits issued.

3028 Coventry Ave.----------David Merkler
3703 Limestone----------Wayne Asphalt & Const.

5. Received street cut aoplications: — Approved and oermits issued.

7900 S. Anthony	--- NIPSCO
1913 Baver	--- "
2002 Dodge	--- "
1608 Fairhill	--- "
Franke Park Dr. & Wells (orkstro)	--- C.U. Water Maint.
1511 Gardendale	--- NIPSCO
1511 Gardendale	--- Paul Eickhoff
2717 Gav	--- NIPSCO
3629 Hastings	--- "
1437 Huestis (orkstro)	--- C.U. Water Maint.
1121 W. Jefferson (alley)	--- NIPSCO
5830 Lois Lane (orkstro)	--- C.U. Water Maint.
1006 Ludwig Park Dr.	--- NIPSCO
Lumbard / 2610 Pennsylvania	--- "
1919 Maumee	--- C.A. Lehman
1007 Nuttman (orkstro)	--- C.U. Water Maint.
Randall Rd. /4444 N. Washington Rd.	--- NIPSCO
1926 Reckeweg (orkstro)	--- C.U. Water Maint.
Rehm & Bluffton Rd. (orkstro)	--- "
2222 - 2223 Research	--- Paul Eickhoff
1005 Sherman (orkstro)	--- C.U. Water Maint.
511 Walnut (orkstro)	--- "
2926 S. Wayne	--- NIPSCO
3327 Monument	--- "
1617 Oakland	--- "

2414 Alma	--- NIPSCO
5405 S. Anthony (prkstro)	--- J & G Water & Sewer
Beacon & Lake	--- C.U. Water Maint.
3820 Central	--- NIPSCO
5327 Forest	--- "
Homewood / 227 Washington Center	--- "
807 Hugh (prkstrp)	--- C.U. Water Maint.
1618 Inwood	--- NIPSCO
235 W. Jefferson	--- J & G Water & Sewer
810 Kinsmoor (alley)	--- NIPSCO
3621 Knoll	--- "
4329 Lafayette (alley)	--- "
Shell /3827 Monument	--- "
Intersec. Phenie & (alley) west of Electric	--- Gen. Tele.
Lot 39 - 210' W/o Anthony intersec. of Tillman	--- T & G Excav.
3417 Winter	--- NIPSCO

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 137-1979 for the installation of street lighting in the Harrison Hill Area.

Award contract to T & F Construction Company at and for their bid in the amount of $87,984.00 subject to councilmanic approval.

Ordered the Street Lighting Engineering Department to prepare contract.

7. Received a request from United Way (Al Turner) 227 E. Washington, for permission to hood six meters on Barr Street directly in front of Foellinger Center on Barr Street on Monday, August 6, 1979 from 8:00 a.m. to 3:00 p.m.
PURPOSE: Agency moving into Foellinger Center.

Approved and permit issued.

8. Received a request from David Pisula, 2101 Spy Run, for permission to barricade the east lane of Clinton South of Douglas - 100 feet south thereof on Monday and Tuesday, August 6 and August 7, 1979 from 7:30 a.m. till 5:00 p.m.
PURPOSE: Duct line into alley - need to get in manhole.

Approved and permit issued.

9. Received a request from General Telephone Company, Don Rehling, 525 Tecumseh, for permission to barricade Calhoun Street underneath catwalk between the two Lincoln Life Buildings on August 3, 1979 from 11:00 a.m. till 4:00 p.m.
PURPOSE: Repair an emergency air pressure leak in a cable in front of Lincoln Life Company.

Approved and permit issued.

10. Received a request from Jean Joley, 1609 California Avenue, for permission to barricade California from Nevada to Vermont on Saturday, August 18, 1979 from 3:00 p.m. to 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

11. Received a request from South Wayne Baotist Church (Rosalyce Grubbs) 910 Cottage Avenue, for permission to barricade Cottage Avenue between Beaver Avenue and Indiana Avenue on Saturday, August 18, 1979 from 3:30 o.m. and 8:30 p.m. PUPPOSE: Ice Cream Social.

Aooroved and permit iss

12. Received Agreement by and among the Fort Wayne Redevelopment Commission, City of Fort Wayne by and through its Board of Public Works, Indiana and Michigan Electric Company, Indiana Franklin Realty, Inc. and Peoples Trust Bank concerning Civic Center Parking Garage (including Exhibits - "A", "B" and "C".

Aporoved.

A true copy is incorporat herein.

13. Received Lease Agreement between City of Fort Wayne by and through its Board of Public Works and Indiana and Michigan Electric Company concerning Fort Wayne Municinal Parking Garage (Civic Center Parking Garage).

Aooroved.

A true copy is incorporat herein.
Ordered sent to the Corre Council on Tuesday, August 14, 1979 at 8:00

14. Received Lease Agreement between the City of Fort Wayne by and through its Board of Public Works and Peooles Trust Bank concerning Fort Wayne Municipal Parking Garage (Civic Center Parking Garage).

Anoroved.

A true cooy is incorporat herein.
Ordered sent to the Corre Council on Tuesday, August 14, 1979 at 8:00

15. Received Change Order No. 1 of L. W. Bailey, Inc. in the amount of $13,932.65 oreoared and annroved by the Street Engineering Deoartment covering Resolution No. 5827-79 - Nebraska, Northwest, West Central.

Aooroved.

Ordered sent to the Corre Council on Tuesday, August 14, 1979 at 8:00

16. Received Contract, Guaranty and Liability Bonds of Hinskind Concrete Corporation in the amount of $24,195.85 nrenared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resolution No. 5838-79 - Osage Street sidewalk.

Approved.

Ordered sent to the Corre Council on Tuesday, August 14, 1979 at 8:00

17. Received Imnrovement Resolutinn No. 5848-79, final nlans, soecificatinns and estimate nrenared by the Street Engineering Denartment for imnroving safety conditions in the 5700 block of Industrial Road by installing guardrail aonroximately 670 L.F. along the west edge of the shoulder line. (CITY PAID).

Aonroved and adopted. A copy is incorporated here

Advertise Notice to Contr August 10 and August 17,

Receive bids on Wednesday August 22, 1979 at 9:00

Ordered the Street Engin Deoartment to orenare bi documents.

18. Received nuotation from the Purchasing Agent for the nroposed nurchase of Charlntte Valve Box Tno Sections for the Water Maintenance & Service Deoartment :

V.R. MYERS PUMP CO. ---------- $3,374.00

The bid of V.R. Myers Pu was acceoted under Purch No. 001258.

Ordered sent to the Corre on Tuesday, August 14, 8:00 o.m.

19. In accordance with Section VD; Section VIII B. (4), R., and S.: and Section VIII E., F., G., and I. of Cable Television General Ordinance G-27-77 received Channel Card, Current Rates and Charges, Installation Request, Work Orders and sequential set of subscriber bill/statement forms from Fort Wayne Cablevision.

Aporoved.

On file in the Board of Public Works.

20. Received Agreement to purchase real estate by Cordis Middleton from the City of Fort Wayne - N 1/2 Lot 5, Green & Forbing's Addition known as 2204 Weisser Park Avenue.

Approved.

Ordered sent to the Common Council on Tuesday, August 14, 1979 at 8:00 p.m.

21. Received Water Contract No. 7906 prepared and aporoved by the Water Engineer between the Fort Wayne Utility and Karl Jensen for the construction of water main on Catherine Avenue from an existing 6" water main on Parkhill Avenue eastward 365 ± LF of 6" water main.

Approved.

Ordered sent to the Water Engineer for handling.

22. Received invoice from Carrington & Associates, Inc. in the amount of $2,764.00 aooroved by the Street Engineering Department covering work completed on the following miscellaneous projects:
5100 E. State - Berkley intersec., 1701 Cloverlane, 2526 Sherman and 2626 Fairfield.

Aooroved and ordered paid by Purchase Order No. 4-05093.

23. Received invoice No. 1 of Fox Contractors Corp. in the amount of $37,879.31 approved by the Water Engineer covering work on Water Contract No. 7903 - McArthur Drive - Baer Road, Phase I.

Approved and ordered paid from Water Utility Fund by City Utilities.

24. Received Invoice No. 1 of Indiana Construction Corp. in the amount of $47,406.00 prepared and approved by Henry R. Steeg & Assoc. - Div. of Howard-Needles-Tammen-Bergendoff for project - Water Pollution Control Plant Flood Damage Repair of Terminal Ponds.
(EMERGENCY RES. 65-308-4).

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

Ordered the City Utilities General Superintendent to seek reimbursement from the Federal Government.

25. Received recommendation from Chief Water Engineer to pay Wheatridge Investors, Inc. $29,659.00 as per Water Contract No. 7815 less amounts due City by Wheatridge Investors, Inc. in amounts of $2,020 for Water Contract 7818 and $1,085 for Water Contract No. 7819.

Approved payment of $26,554.00 to Wheatridge Investors, Inc. by City Utilities from the Water Utility Fund.

26. Received insoection report from the Water Engineering Department and Maintenance Bond in the amount of $32,969.00 signed by International Fidelity Insurance Company for Wheatridge/Newberry Oversize. No. 7815. Wheatridge Investors, Inc. is contractor.

Approved and ordered acceotance letter written.

27. Received inspection report from the Water Engineering Department and Maintenance Bond in the amount of $11,745.00 signed by International Fidelity Insurance Company for Wheatridge, Section I. No. 7818. Wheatridge Investors, Inc. is contractor.

Approved and ordered accentance letter written.

28. Received inspection report from the Water Engineering Department and Maintenance Bond of Wheatridge Investors, Inc. in the amount of $5,784.00 signed by International Fidelity Insurance Company for Newberry, Section I. No. 7819.

Approved.

Ordered acceptance letter written.

29. Received invoice NO. 1 of Spears-Dehner, Inc. in the amount of $197,805.04 prepared and approved by the Street Engineering Department covered by Resolution No. 5835-79 Fernhill Avenue.

Approved and ordered the [illegible] of $197,805.04 paid to Spears-Dehner, Inc. by the City [illegible]

Also, ordered Spears-Dehner Escrow Account at Lincoln Bank & Trust Company in the of $21,978.34.

Payments are to be made from LRS Account.

30. Received quotation from the Purchasing Agent for the proposed purchase of 100,000 gallons of #5 Fuel Oil for Filtration Plant, Dept. 21:

INDUSTRIAL FUEL OILS, INC. -------$.5978/gal.

Accepted under Purchase Order No. 001281 to Industrial Fuel Oils, Inc. for BLANKET ORDER from September 1, 1979 thru August 31, 1980.

Ordered sent to the Common Council on Tuesday, August 14, 1979 at 8:00 p.m.

31. Received BLANKET PURCHASE ORDERS from the Purchasing Agent for "Spot Buying" of Fuel Oil for various Civil City and City Utilities Departments:

Approved.

Ordered sent to the Common Council on Tuesday, August 14, 1979 at 8:00 p.m.

SUPPLIER:		Civil City P.O. Nos.	City Utilities P.O. Nos.
GLADIEUX	---	B-4-06805*	B-001271**
SMITH PETROLEUM	---	06806*	001272**
SUPERIOR ENERGY	---	06807*	001273**
INDLAND OIL	---	06808*	001274**
LASSUS FUEL	---	06809*	001275**
SUMMIT CITY STANDARD	---	06810*	001276**

** for City Utility Garage (WPC Plant)
* for Fire Department, Street Department, Police Garage and Park Department.

32. Received Grants of Easements (TEMPORARY AND PERMANENT EASEMENTS) from Walter E and Emma Rodenbeck in connection with Ludwig Park Sanitary Sewer Resolution No. 878-1979. Grants recorded under instruments: #79-19733 and #79-19734.

Recorded by Water Pollution Control Engineering Department.

On file in the Board of P.W.

33. Received RELEASE OF EASEMENT (Permanent) whereby (Board of Public Works) City of Fort Wayne releases to Walter E. and Emma Rodenbeck land affected which lies within part of the Southwest Quarter of Section 14, Townwhip 31 North, Range 12 East.
Re: Ludwig Park Sanitary Sewer Res. 878-79.
Sewer Easement Res. 167-79 MODIFIED.

Approved.

Ordered sent to the Water Pollution Control Engineering Department for record.

34. Received request from Frank Briscoe, (H. Schildt) 130 E. Wayne, for permission to barricade the east land of Calhoun about 167 feet between Washington and Wayne on Wednesday, August 8, 1979 all day.
PURPOSE: Pouring concrete.

Approved and permit issued.

EMERGENCY RESOLUTION NO. 68-11-35

35.

WHEREAS, Water Maintenance Department has already purchased more 3/4" Type K soft copper pipe than was estimated in the 1979 blanket purchase order and supplier will not furnish it at approved price; and

WHEREAS, the Water Maintenance and Service Department has depleted their stock to zero; and

WHEREAS, Purchasing Department received the following quotations from the following vendors:

WAYNE PIPE & SUPPLY	---$1.041	/ft.
NATIONAL MILL SUPPLY	--- .88	/ft.
V. R. MYERS PUMP	--- .82	/ft.
LeRAN COPPER	--- .78	/ft.

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to provide the Water Maintenance Department with this pipe immediately and approves Purchase Order No. D01254 for 12,000 feet of said pipe at $.786/ft. to LeRan Copper & Brass Company for $9,432.00.

Approved this August 6, 1979.

A true copy is incorporated herein.

Meeting adjourned at 11:15 a.m.

Henry P. Wehrenberg

Edward J. LaMar

Mark J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, August 8, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G Scott
Ursula Miller

Received minutes of meeting held on Monday, August 6, 1979 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to Department of Finance.

3. Received sidewalk applications: — Approved and permits issued

1145 S. Barr----------Elbrecht-Roussel Concrete
5718 Sandra Lee ----------Graf Const. Co.
1810, 1811 and 1813 Shamrock Rd. ---- Graf Const. Co.
Along Harrison St. - East side
from approx. 20' north
of Main St. to first
alley. ---------- Holliday Const.

4. RESOLUTION NO. 68-12-4 — Approved.

WHEREAS, Gene B. Glick Company, Inc. and Harold Palmer have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street in Fort Wayne, Allen County, to-wit:

Part of a certain "50 foot public roadway easement", as set out in the platting of "The Woodlands of Riverside" as recorded in Plat Book 39, pages 78 thru 80 in the Office of the Recorder of Allen County, Indiana, which part is that traversing through land set out in deed recorded May 10, 1979 as Instrument 79-12235, Gene B. Glick Company, Inc., grantee, along with a portion of said "50 foot public roadway easement" lying South of the said Glick land.

5. Received invoice of Robert J. Houser in the amount of $977.00 approved by the Street Engineering Department for work completed on projects as follows: Coombs St. - walk and crescent and Lynn - corner wing walk and ramps. — Approved and ordered paid under Purchase Order No. 4-06690.

6. Received consent to Encroachment upon and release to 3 ft. utility easement along east property line of Lots #34 and #35 ParkView Terrace Addition. — Approved.

7. Received partial estimate No. 18 of T & F Construction Corporation in the amount of $73,536.22 prepared and approved by the Street Lighting Engineering Department for Street Lighting Resolution No. 125-77 - Central Business District Street Lighting and Traffic Signals - EDA - 06-51-26289.	Approved and ordred the amount of $73,536.22 paid to T & F Construction Corp. by the City Controller. Also ordered T & F Const. Corp. Escrow Account at Indiana Bank and Trust Company paid the amount of $3,87D.36. Payments are to be made from LPW II.
8. Received invoice of Carrington & Associates, Inc. in the amount of $2,200.DO approved by the Street Engineering Department covering sidewalk repair at 3506 N. Clinton Street.	Approved and ordered paid under Purchase Order No. 4-03796.
9. Received invoice of Carrington & ASsociates, Inc. in the amount of $864.00 approved by the Street Engineering Department covering sidewalk repair at northeast corner of Calhoun and Wayne Streets (Murphy's).	Approved and ordered paid under Purchase Drder No. 4-D3555.
10. Received invoice #2 of Hipskind Concrete Corp. in the amount of $16,99D.38 approved by the Street Engineering Department covering Resolution No. 5829-79 - LaRez Neighborhood, Phase II and Dxford, Phase IV.	Approved and ordered paid by Community Developemnt and Planning.
11. Received recommendation from the Water Engineering Department that $3,551.00 be paid to Bercot, Inc. and that $1,749 be retained on Water Main Contract 78-XP-2 - Lower Huntington Road.	Approved and ordered City Utilities to pay Bercot, Inc. the amount of $3,551 and retain $1,749. Payment is to be made from the Water Utility Fund.
12. Received a petition for the construction of sidewalk in front of 2916 Shawnee Drive.	Approved . Ordered the Street Engineering Department to investigate and report. Board Order No. 1D5-79.
13. Received invoice #1D (FINAL) of John Dehner, Inc. in the amount of $864.00 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-77 - North Maumee Interceptor, Sec. II. Estimate is for the period of December 16, 1978 to May 31, 1979.	Aporoved and ordered paid from Water Pollution Control Engineering Department by City Utilities. (FINAL).
14. Received invoice #15 (FINAL) of John Dehner, Inc. in the a mount of $4,607.00 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 290-77 - North Maumee Interceptor, Sec. I. Estimate is for the period of December 15, 1978 to May 31, 1979.	Approved and ordered paid from Wayter Pollution Control Engineering Department by City Utilities. (FINAL).

15. Received a request from Walter Vandagrift, (I & M Elec.) 2101 Spy Run, for permission to barricade Harrison (west half) on Jefferson north to the first alley on August 8, 1979 for three weeks to August 29, 1979 at all times.
PURPOSE: Civic Center Renewal project.

Approved and permit issued

16. Received a request from Pat Troxel, 1120 Kinsmoor, for permission to barricade a "T" alley blocked off at Kinsmoor to Packard north and south - east out to Beaver on Saturday, August 11, 1979 from 11a.m. to 7:00 p.m.
PURPOSE: Block party.

Approved and permit issued

17. Received a request from Joy Hunter, 4909 Stratford Road, for permission to barricade an entrance into the park - two barricades at Pettit and Stratford and also one at the park strip on Sunday, August 12,1979 from 12 Noon to 6:00 p.m.
PURPOSE: Block party.

Approved and permit issued

18. Received a request from East Wayne Street Center (Mary Crooms) 801 E. Wayne, for permission to barricade Francis Street from Wayne to Berry Streets on Monday, August 13, 1979 thru Wednesday, August 15, 1979 from 9:30 a.m. to 4:00 p.m.
PURPOSE: Outdoor recreation for children.

Approved and permit issued

19. Received a request from Frank Briscoe (Herbert Schildt) 130 E. Wayne, for permission to barricade the north lane of Wahington between Clinton and Calhoun on Friday, August 10, 1979 and Monday, August 13, 1979 from 7:00 a.m. to 2:00 p.m.
PURPOSE: Concrete pour.

Approved and permit issued

Meeting adjourned at 11:05 a.m.

Edward L. Lamar

May Colbert

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, August 13, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT — E. H. LaMar, M. G Scott
Ursula Miller, Secretary and Clerk — Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application: — Approved and permit issued.

3300 blk. Hoagland ----------Parks & Recreation

4. Received driveway applications: — Approved and permit issued.

6118 Blue Spruce Dr. ---------- Wayne Johnson Const.
7640 Bradbury ---------- Shroyer Concrete
828 Eliza ---------- J.P. Martin

5. Received street cut applications: — Approved and permit issued.

2837 S. Barr (orkstro)	---	C.U. Water Maint.
2307 Berkley (prkstro)	---	"
3716 Clermont	---	NIPSCO
(alley) E. of Clinton S/Douglas	---	Ind. & Mich. Elec.
Collins /4801 Jean Dr.	---	NIPSCO
Collins /4801 Speedway	---	"
So/ Constance E/Parkhill	---	"
Along Fairfield, Home, Downing, Wildwood, Kinnaird and Kinsmoor	---	"
1225 W. Foster Pk. Way	---	"
4909 Hoagland	---	"
7303 Ideal	---	"
7219 Ideal	---	"
1016 E. Jefferson	---	C.U. Water Maint.
7311 John	---	NIPSCO
1406 E. Lewis	---	"
6312 Old Trail Rd.	---	"
6503 Orchard Lane	---	"
2716 and 2718 Prairie Grove	----	"
2717 Praire Grove	---	"
Runnion & Richardson (prkstro)	---	C.U. Water Maint.
428 Russell	---	NIPSCO
1317 and 1325 and 1426 Soringbrook	---	"
1111 E. Wallace	---	R & A Plumbing, Inc.
5115 S. Wayne	---	C.U. Water Maint
N. Washington Rd. at Hawthorne (prkstro)	---	"
2728 White Oak	---	NIPSCO
6212 Winter	---	"

2710 Nuttman / Edwards	---	NIPSCO
1405 McCullough	---	"
1439 Lillie	---	"
436 Buchanan (parkstrp)	---	"
1321 Eliza (orkstrp)	---	"
911 Eliza (alley))	---	"
625 Wagner (orkstrp)	---	"
326 W. Masterson	---	"
140 Jacobs	---	"
3415 Smith	---	"
919 Liberty	---	"
2506 N. Clinton (alley)	---	"
3101 Euclid	---	"
1327 Charlotte	---	"
215 Esmond	---	"
1115 Cedar (alley)	---	"
1917 Milton	---	"
811 St. Marys (prkstrp)	---	"
1617 Hoagland	---	"
1300 Calhoun E/N lane	---	"

6. Received a request from Marie Kelsaw (Willa Hamilton) 536 E. DeWald, for permission to barricade Dewald between Hanna and Warsaw on Saturday, August 11, 1979 from 8:00 a.m. to 10:00 p.m.
PURPOSE: Coming Home party for serviceman.

Approved and permit issued.

7. Received a request from Water Engineering Department, City County Bldg., for permission to barricade Harrison Street just south of Main Street on Monday and Tuesday, August 13 and 14, 1979 from 7:00 a.m. till 6:00 p.m.
PURPOSE: Installation of a water main.

Approved and permit issued.

8. Received request from Norfolk and Western R. R. (Ed Houser) for permission to barricade Anthony at Hayden Street railroad crossing on August 14, 15, 16 and 17, 1979 from 9:00 a.m. Tuesday till 9:00 a.m. Friday.
PURPOSE: Track repair.

Approved and permit issued.

9. Received a request from Johnny White, 917 Maumee, for permission to barricade Old Maumee Street between Harmar and Jefferson on Saturday, August 18, 1979 from 2:00 p.m. till 9:00 p.m.
PURPOSE: Kids recreation and dancing.

Approved and permit issued.

10. Received a request from Broadway Christian Church - Paster Yowberg, 910 Broadway, for permission to barricade West Wayne Street between Van Buren and Broadway on Sunday, August 12, 1979 from 5:30 p.m. to 9:30 p.m.
PURPOSE: Block party.

Approved and permit issued.

11. Received Change Order No. 1 in the amount of $5672.10 approved by the Street Engineering Department for Resolution No. 5928-79 for East Central, Phase IV. Contractor is L. M. Dailey, Inc.

Approved.

Ordered sent to the Corpor... Council on August 28, 197...

12. Received invoice #2 of Hinskind Asphalt Corporation in the amount of $18,156.40 approved by the Street Engineering Department covered by Resolution No. 5832-79 - College Street.

Approved and ordered paid f... MVH Funds.

13. Received invoice of Turnbell, Green and Associates, Inc. in the amount of $13,962.00 approved by the Street Engineering Department for Project M 013-3 Group No. 2 (three crossings) Phase II Anthony Blvd. (2) and Ardmore Avenue.	Approved and ordered paid from LRS Account #326.
14. Received Partial Payment Estimate No. 1 of Rieth-Riley Const. Co., Inc. in the amount of $29,177.10 approved by the Street Engineering Department for Improvement Resolution No. 5831-79 - Hobson Road - Lake Avenue Intersection.	Approved and ordered paid from LRS Account #333.
15. Received petition for the installation of ornamental street lighting on East Maple Grove from the 2727 to 2825.	Approved. Ordered the Street Lighting Engineering Department to investigate and report. Board Order No. 107-79.
16. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Dehner, Inc. with Guaranty Bond in the amount of $2,643,229.91 signed by United States Fidelty and Guaranty Company for Water Quality Control Sewage Works, Project C-180839-01: North Maumee Interceptor Sewer Resolution No. 290-77, Sections I and II.	Approved and ordered acceptance letter written.
17. Received Special Sewer Permit for Fox Contractors Corp. prepared and approved by the Water Pollution Control Engineering Department to construct sanitary sewer known as Brentwood Plaza Apartment Sanitary Sewer. 25% Maintenance Bond is to be furnished at time contractor files his completion affidavit.	Approved and Special Sewer Permit issued. Board Order No. 106-79.
18. Received Contract, Guaranty and Liability Bonds of Moellering Construction Company, Inc. in the amount of $152,932.00 prepared by the Street Engineering Department signed by Reliance Insurance Company for Resolution No. 5845-79 Resurfacing and restoring pavement in the 5th Councilmanic District.	Approved. Ordered sent to the Common Council on August 28, 1979 at 8:00 p.m.
19. Received Contract, Guaranty and Liability Bonds of Moellering Construction Company, Inc. in the amount of $67,373.00 prepared by the Street Engineering Department signed by Reliance Insurance Company for Resolution No. 5846-79 Resurfacing and restoring pavement on McKinnie Avenue.	Approved. Ordered sent to the Common Council on August 28, 1979 at 8:00 p.m.
20. Received Contract, Guaranty and Liability Bonds of Moellering Construction Company, Inc. in the amount of $146,040.00 prepared by the Street Engineering Department signed by Relaince Insurance Company for Resolution No. 5847-79 Resurfacing and restoring pavment in the 6th Councilmanic District.	Approved. Ordered sent to the Common Council on August 28, 1979 at 8:00 p.m.

21. Received invoice #12 of Spears-Dehner, Inc. in the amount of $136,404.73 aporoved by the Street Engineering Deoartment covered by Resolution No. 5797-78 - JEFFERSON -MAUMEE - WASHINGTON PROJECT.

Approved and ordered $136,404.73 oaid from LRS Account.

Also ordered $15,156.08 oaid to Spears-Dehner, Inc Account at Lincoln Natio & Trust Company.

22. Received a request from Frank Briscoe & Company, 130 E. Wayne Street, for oermission to barricade the north lane of traffic on Washington between Clinton and Calhoun Streets on Tuesday, August 14, 1979 from 8:30 a.m. till 3:30 p.m. ONLY. PURPOSE: Remove material.

Approved and permit issu

23. Received a request from L. W. Dailey Construction Company (Bill Fishering) 1034 Oakland, for oermission to barricade (off and on) Main Street between Harrison and Clinton on Wednesday, August 15, 1979. PURPOSE: Rebuild street.

Approved and permit issue

24. Received a request from East Wayne Street Center (Mary Crooms) 801 E. Wayne, for oermission to barricade Francis Street from Wayne to Berry Streets on Thursday, August 23, 1979 through Thursday, August 30, 1979 from 9:00 a.m. till 4:00 o.m. PURPOSE: Recreational event.

Approved and permit issued.

25. Received a request from Larry Williamson, 308 South Seminole, for nermission to barricade the North and South Seminole entrances on Harrison Street and also on radal...Seminole is a "U" shaped street... on Saturday, September 8, 1979 from 4:00 o.m. to 10:00 p.m. PURPOSE: Block party.

Approved and oermit issued.

Meeting adjourned at 10:37 a

Henry L. Wehmeyer

Etoile W. LaMa

Mary Gail T.

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Wednesday, August 15, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. WEHRENBERG, E. H. LAMAR,
M. G SCOTT
Ursula Miller

Received minutes of meetings held on Wednesday, August 8, 1979 at 9:00 a.m. and Monday, August 13, 1979 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

Anthony Blvd. S/Hayden at N & W RR Sta.	Gen. Tele.
Bradbury N/at McArthur (prkstrp)	C.U. Water Maint.
Cedar & Summit	"
Fairfield & Home (prkstrp)	"
Fairfield and Butler (prkstrp)	"
Robinwood & Baxter (prkstrp)	"
445 St. Martins	"
First N/S alley s/o Sherwood and e/o Calhoun	Art Tilbury
1526 Creighton	NIPSCO
708 Buchanan (prkstrp)	"
1820 Hanna	"
2915 Central	"
838 DeWald	"
1601 Kentucky (prkstrp)	"
2818 Hoagland	"

4. RECEIVE BIDS:

Referred to the Water Pollution Control Engineering Department for tabulation and report.

Sewer Improvement Resolution No. 307-79 for the construction of a sanitary sewer to extend sewage collection service to Greendale Addition, part of Gerke's Trier Road Addition, part of Exner's Addition, which from its size and character is intended not only to be used by property owners whose property abuts along the line of said sewer, but also for future extension: RANCHWOOD, PHASE I.

AWARD contract on Monday, August 27, 1979 at 9:00 a.m.

BERCOT, INC. ----------$332,658.45

L. W. DAILEY, INC. ----------$339,482.50

NOBIS CONST. CO. ----------$307,704.00

T - G EXCAVATING, INC. ---------$299,904.25

5.	Received a request from Indiana & Michigan, 2101 Spy Run, for permission to barricade Harrison Street as follows: 1. between Washington and Jefferson - east and west lanes. 2. South of Jefferson east lane only to alley - on August 14, 1979 thru Seotember 4, 1979 at all times per agreement with Traffic Engr. Dept. PURPOSE: Civic Center Renewal Project.	Approved and permit issue
6.	Received a request from Rick Reis, 1127 Edgewater, for permission to barricade Edge ater from Tecumseh to Oneida on August 18, 1979 from Noon till 10:00 p.m. PURPOSE: Block party.	Approved and permit issue
7.	Received plat of Summerfield, Section I an addition in the southwest 1/4 of Section 13, Township 31 north, Range 12 east, approved and submitted by the City Plan Commission.	Approved.
8.	Received recommendation from the Street Engineering Department that L. W. Dailey Asphalt, Inc. perform all resurfacing work in the 4th councilmanic district per letter from Wayne Asphalt and Construction Company, Inc. (Resolution No. 5844-79).	Approved.
9.	Received petition for the installment of replacement sidewalk on 2234 and 2238 North Clinton Street.	Approved and ordered Street Engineering Department to investigate and report. Board Order No. 113-79.
10.	Received invoice of Biggs Electrical Const. Company approved by the Traffic Engineering Department in the amount of $16,756.00 covering work on Traffic Signal for Sherman and High Streets. (Invoice #1).	Approved and ordered paid from LRS Account under P.O. 4-06615. #4-02-338-338-4340.
11.	Received quotations from the Purchasing Agent for the proposed purchase of SODA ASH for 1980 requirements for Three Rivers Filtration Plant - BLANKET ORDER: ALLIED CHEMICAL ----------$104.79/ton DALEX CHEMICALS ----------$142.70/ton	Approved bid of Allied Chemical Corporation under Purchase Order No. B-001235 Ordered sent to the Common Council on Tuesday, August 28, 1979 at 8:00 p.m.
12.	Received invoices of Wayne Asphalt & Construction Company in the amounts of $3,750.00 and $4,583.95 (total: $8,333.95) aoproved by the Street Engineering Deoartment covering work on drainage problems at 4140 and 4800 North Washington Road.	Approved and ordered paid under Purchase Order No. #4-05105.
13.	Received invoice of CONRAIL in the amount of $352.85 approved by the Street Engineering Deoartment for inspection services during installation of the 54" pipe under their tracks which is to serve for storm drainage under the Fernhill project per Agreement dated 1/26/79. Res. 5836-79.	Approved and ordered paid from LRS Fund.
14.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Co. with Maintenance Bond in the amount of $8,661.88 signed by American States Insurance Company for FRANKE PARK VILLA SECTIONS I & II Storm and Sanitary Sewers.	Approved. Ordered acceptance letter written.

15. Received Resurfacing Resolution No. 5849-79, final plans, specifications and estimate for resurfacing and restoring pavement as designated on the following streets:
1. OXFORD STREET - from the east pavement line of Hessen Cassesl to the east pavement line of Bueter Drive.
2. MAIN STREET - from the east property line of Van Buren Street to the east property line of Edgerton Street.
3. BLUFFTON ROAD - from the south pavement line of Engle Road to the southwest pavement line of Old Trail Road.
(CITY PAID).

Approved and adopted.
A true copy is incorporated herein.

Advertise Notice to Contractors, August 17 and 24, 1979.

Receive bids on Wednesday, August 29, 1979 at 9 :00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

16. Received Resurfacing Resolution No. 5850-79, final plans, specifications and estimate for resurfacing and restoring pavement as designated on the following streets:
1. CLINTON STREET - from the northwest property line of Parkhill Avenue to the south curb line of Coliseum Blvd.
2. CALHOUN STREET - from the north curb line of Superior Street to the west curb line of Clinton Street.
3. SPY RUN EXTENDED - from the east property line of Clinton Street to the west property line of Parnell Avenue.
4. WAYNE STREET - from the east curb line of Calhoun Street to the west curb line of Lafayette Street. (CITY PAID).

Approved and adopted.
A true copy is incorporated herein.

Advertise Notice to Contractors, August 17, 1979 and August 24, 1979.

Receive bids on Wednesday, August 29, 1979 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

17. Received Resurfacing Resolution No. 5851-79, final plans, specifications and estimate for resurfacing and restoring pavement as designated on the following streets:

ANTHONY BOULEVARD - from the south curb line of Maumee Avenue to the south curb line of Rudisill Boulevard. (CITY PAID).

Approved and adopted.
A true copy is incorporated herein.

Advertise Notice to Contractors, August 17 and 24, 1979.

Receive bids on Wednesday, August 29, 1979 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

18. EMERGENCY RESOLUTION NO. 68-21-18

WHEREAS, the road at the top of the Hurshtown Reservoir requires an additional 2" depth of crushed stone to be added to ensure its ability to withstand traffic; and

WHEREAS, this work must be finsihed while the weather is still favorable; and

WHEREAS, invitational bids were requested from Midwest Corporation, Paul C. Brudi Stone Company and May Stone and Sand Company and May Stone submitted the low bid of $4.50/ton:

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists for the immediate repair of the roadway atop the dike and approve Purchase Order No. 001294 in the amount of $4.50/ton to May Stone and Sand Company for an estimated cost of $12,000 for said repair.

Approved this August 15, 1979.

Meeting adjourned at 11:00 a.m.

Henry P. Helmsberg
Edward D. Lamon
May G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Clerk

Thursday, August 16, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. LaMar, M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION:

Water Main Improvement Resolution No. 1016-79 for the construction of water main in and along Sharon Drive from an existing six inch water main on Sharon Drive north to Ludwig Road, then on Ludwig Road from Sharon Drive east to an existing twelve inch water main on Ludwig Road at Rodenbeck Drive.

CONFIRMED.

Advertise Notice to Co... August 31 and September ...

Receive bids on Wednesday, September 12, 1979 at 9:...

Ordered the Water Engineer Department to prepare bro...

2. Received a request from Frank Briscoe Company, 130 E. Wayne, for permission to barricade North lane of Washington between Clinton and Calhoun Streets on Wednesday, August 15, 1979 from 12:00 Noon to 3:30 p.m.
PURPOSE: Concrete pour.

Approved and permit iss...

3. Received a request from General Telephone, 525 Tecumseh, for permission to barricade Main Street from Maiden Lane to Clinton Street - the two east bound lanes starting August 16, 1979 until finish of Main Street widening from 8:00 a.m.
PURPOSE: Road reconstruction.

Approved and permit iss...

4. Received a request from Dreibelbiss Abstract Company, 729 Court Street, for permission to hood the meters #701 and 703 in the 700 block morning hours on Friday, August 17, 1979.
PURPOSE: Delivery of material.

Approved and permit issue...

5. Received a request from CONRAIL,231 W. Baker, for permission to barricade Harrison Street at the Waterloo branch - west of Clinton Street on August 20 thru August 22, 1979 starting at 7:00 a.m. all day and night till 3:30 p.m.
PURPOSE: Rebuild R. R. crossing.

Approved and permit iss...

Meeting adjourned at 3:...

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Monday, August 20, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk
Received minutes of meetings held on Wednesday, Agusut 15, 1979 at 9 a.m. and Thursday, August 16, 1979 at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

6809 Bluffton Road ---------Northeastern Const.
341612 Shoaff Pk. River Dr. ---A. D. Delagrange
4405 Warsaw ----------F. Steen, Jr.

Approved and permits issued.

4. Received driveway applications:

2514 Ethel ----------George Goodson
5711 Lancashire Ct. -----Elmer Miller Bldrs.
2809 E. Maple Grove -----Franck Const.
2706 N. Highlands -------James Lepper
5706 Sandra Lee Ave. ----James Brunson, Inc.
3410 & 3412 Shoaff Pk. Riv. Dr. ---A. D. Delagrange

Approved and permits issued.

5. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Alley Resolution No. 5726-76 Steup to Tyler Street.

Primary Assessment Roll approved.

Advertise Notice of Assessment August 24 and 31, 1979.

Hearing on Confirmation of Assessment Roll Thursday, September 20, 1979 at 3:30 p.m.

Notices to be mailed on August 31, 1979.

6. Received request of Allen-Wells Chapter of American Red Cross that City of Fort Wayne consent to assignment of interest of The American National Red Cross in lease of certain city property in NE 1/4 of Section 25, Twp. 31 N, Range 12 E to Kenneth L. Keller, Sidney E Baker III, Arbelia Epps, Mrs. S. A Warner and W. Paul Helmke, Jr., Trustees.
Lease dated May 21, 1979.

Approved.

7. Received street cut applications:

Approved and permits issued.

242 E. OeWald (prkstrp)	----C.U. Water Maint.
Oouglas & Clay (prkstrp)	--- "
2431 Engle Rd.	--- NIPSCO
1620 S. Hanna	--- "
Harrison, S/Main	--- C.U. Water Maint
5316 Illinois Rd.	--- NIPSCO
5724 Larchwood (prkstrp)	--- C.U. Water Maint.
3619 Leesburg Rd.	--- NIPSCO
Lewis & Clay	--- C.U. Water Maint.
McKinnie & Anthony (prkstrp)	--- "
102 E. Pettit	--- John Scheidleman
537 Pierce	--- NIPSCO
2913 Pittsburg	--- C.U.Water Maint.
Shadybrook & McCormick	--- "
1511 Southdale	--- NIPSCO
So. Park & Oxford	--- C.U. Water Maint.
2927 John	--- NIPSCO
2138 Gay (prkstrp)	--- "
1319 Runnion	--- "
428 Huffman	--- "
2610 Pennsylvania	--- "
2201 Parkstrip	--- "
3011 Smith (prkstrp)	--- "
529 Kinsmoor	--- "
2619 Lillie	--- "
2517 Cambridge (prkstrp)	--- "
3228 S. Harrison	--- "
2943 Alexander	--- "
2802 S. Wayne	--- "
2432 Smith (alley)	--- "
2528 S. Anthony (prktrp)	--- "

8. Received Special Sewer Permit for Oon Shive prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Fox Contractors Corp. to construct sanitary sewer to serve University Park - Shive Nursing Home, Phase II.

Approved and Special Sewer issued.

Board Order No. 114-79.

9. Received Estimate No. 1 of Hipskind Asphalt Corporation in the amount of $74,308.55 approved by the Street Engineering Oepartment covering work on Resolution No. 5826-79 - Bluffton Road and Old Trail Road Intersection.

Approved and ordered paid from LRS Account #310.

10. Received Agreement from Oeputy City Attorney Larry Burke whereby City divides oroperty of Thomas J. Shank and Cynthia J. Shank into two seoarate oieces for oayment of two tap-ins each in amount of $2,769.81 and whereby Shanks agree to dismiss with orejudice Allen Superior Court Cause No. S-79-899 and Noble Circuit Court Cause No. C-79-218 (Sewer Easement Res. 163-78).

CONFIRMED amount of tap-in.

11. Received Change Order No. 2 of Hagerman Construction Corporation in the amount of $11,775.00 approved by the McNamee, Porter & Seeley, Consulting Engineers, on Contract No. 77-W-2 - Filtration Plant Additions.

Approved and ordered set to the Common Council on Tuesday, August 28, 1979 at 8:00 p.m.

12. Received Change Order No. 3 of Hagerman Construction Corporation in the amount of $11,092.00 approved by McNamee, Porter & Seeley, Consulting Engineers, on Contract No. 77-W-2 - Filtration Plant Additions.

Approved and ordered set to the Common Council on Tuesday, August 28, 1979 at 8:00 p.m.

13. Received a request from Richard Franck, 8820 Covington Road, for permission to barricade the north curb at 2809 E. Maple Grove on Friday, August 17, 1979 at 8:00 a.m. till project is completed.
PURPOSE: Replace private driveway.

Approved and permit issued.

14. Received a request from Indiana & Michigan Electric Company, 2101 Spy Run, for permission to barricade Calhoun Street north of Jefferson on August 20, 1979 thru August 24 and also August 28, 1979 from 8:00 a.m. till whenever project is completed.
PURPOSE: Civic Center Renewal Project.

Approved and permit issued.

15. Received a request from Remington Rand, 2230 Coliseum Blvd. West, for permission to barricade one lane of Clinton blocked off in front of the entrance to the bank - close long enough to enable a truck to park on August 21, 1979 from 9:00 a.m. till 11:00 a.m.
PURPOSE: Unload equipment to the 6th floor of Anthony Wayne Bank Bldg.

Approved and permit issued.

16. Received a request from F & M Tile Company, 115 Chambeau Drive, for permission to block off the alley between Candy Village and Shaver Pen & Pencil Shop. Block off the two openings to that alley - Calhoun and Clinton Streets on Wednesday, August 22, 1979 from 8:00 a.m. till 1:00 p.m.
PURPOSE: Replace two broken pieces of tile that may fall off the building into the alley.

Aporoved and permit issued.

Meeting adjourned at 11:00 a.m.

Henry P. Helmsberger

Edward W. LaMar

Mary A Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, August 22, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar, M. G Scott
Ursula Miller

Received minutes of meeting held on Monday, August 20, 1979 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications:

Approved and permit issued.

2705 East Drive ----------W. R. Leininger
2709 East Drive ----------W. R. Leininger
2715 East Drive ----------W. R. Leininger
Kinsmoor W/o Hoagland
bet. Packard & Kinsmoor--- Carrington & Assoc.
5712 Sandra Lee Rd. -------Graf Construction
1313 Shoreview Dr. --------Graf Construction

4. RECEIVE BIDS:

Referred to the Street Engineer Department for tabulation and re

Award contract on Monday, August 27, 1979 at 9:00 a.m.

Curb and Sidewalk Resolution No. 5842-79 for improving curbs, sidewalk and drive approaches along Edgehill Avenue and Westbrook Drive and Jacobs Avenue, more specifically identified as Lots 158 thru 189 in Brookview Addition:

CARRINGTON & ASSOCIATES ---------$52,165.00

L. W. DAILEY, INC. ------------ $44,940.00

5. RECEIVE BIDS:

Referred to the Street Engineer Department for tabulation and re

Award contract on Monday, August 27, 1979 at 9:00 a.m.

Improvement Resolution No. 5848-79 for improving safety conditions in the 5700 block of Industrial Road by installation of guardrail approximately 670 L.F. along the west edge of the shoulder line. (CITY PAID).

FEN-GUARD, INC. ----------$16,582.50

6. Received a request from Sandra Breshse, 237 N. Cornell Circle, for permission to barricade North Cornell Circle at three streets: Webster, Lexington and Hoagland on Saturday, August 25, 1979 from 12:00 Noon till 10:00 p.m. PURPOSE: Block Party.	Approved and permit issued.
7. Received a request from Frank Briscoe Company, 130 E. Wayne St., for permission to barricade Washington Street between Clinton and Calhoun Streets on Wednesday, August 22, 1979 from 7:30 a.m. to 12:00 Noon. PURPOSE: Pour concrete.	Approved and permit issued.
8. Received a request from Carl Lyons, 2711 John Street, for permission to barricade McKee & John Streets to Colerick on August 24, 1979 from 1:00 p.m. to 9:00 p.m. PURPOSE: Block party.	Approved and permit issued.
9. Received a request from Ruth Rehn, 437 Downing Avenue, for permission to barricade curbside in front of 437 Downing Avenue on Tuesday, August 28, 1979 from 6:00 a.m. to 5:00 p.m. PURPOSE: Unloading of concrete steps by Brunson Step Company.	Approved and permit issued.
10. Received a request from Avalon Place Civic Association (Lois Hess) - 7423 Kingsway Drive for permission to hold a oarade on Thursday, August 30, 1979 from 6:30 p.m. to 7:30 p.m. Route to be traveled: Begin at Miami Middle School parking lot on Amherst proceed to St. Lewis Street, to Knightwood, on Breckenwood to Springhill and then on to Wohoma to Worth St., Maplewood and then to Amherst and then back to Miami Middle School. PURPOSE: Bicycle Parade.	Approved and permit issued.
11. Received Water Main Contract No. 7909 - for furnishing of all materials, labor, equipment, tools, power, transportation, miscellaneous equipment, etc. to install 1950 ± L.F of 16" water main on 13th Street from Baer Field Thruway southward approximately 1930 feet, in accordance with the specifications and drawing prepared by the Water Engineering Department.	Approved. Advertise Notice to Contractors August 24 and 31, 1979. Receive bids on Wednesday, September 5, 1979 at 9:00 a.m. Ordered the Water Engineering Department to prepare bid documents.
12. Received invoice #3 of Rieth-Riley Construction Company, Inc. in the amount of $874.08 approved by the Street Engineering Department covered by Resolution No. 5821-78 Resurfacing on Broadway.	Approved and ordered paid from 1978 MVH encumbered.
13. Received invoice #4 FINAL (Retainage) of Rieth-Riley Const. Co., Inc. in the amount of $16,787.16 approved by the Street Engineering Deoartment covered by Resolution No. 5821-78 Resurfacing on Broadway.	Approved and ordered paid from 1978 MVH encumbered.

13.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $2,010.45 approved by the Street Engineering Department for professional services in accordance with the November 6, 1978 engineering agreement and the January 18, 1979 letter of authorization regarding Bluffton Road (services from 5-28-79 thru 7-21-79). ENVIRONMENTAL ASSESSMENT.	Approved and ordered paid from LRS Account.
14.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $1,456.62 approved by the Street Engineering Department for professional services in accordance with the November 6, 1978 engineering agreement and the January 18, 1979 letter of authorization regarding Rudisill Blvd. (services from 5-28-79 thru 7-21-79) ENVIRONMENTAL ASSESSMENT.	Approved and ordered paid from LRS Account.
15.	Received recommendation from the Street Engineering Department that Heavy Construction, Inc. be issued a purchase order in the amount of $4,965.00 to cover welding on MECHANIC STREET FOOTBRIDGE.	Approved. Purchase Order No. 06735 issued for this project.
16.	Received recommendation from the Street Engineering Department that Heavy Construction, Inc. be issued a purchase order in the amount of $4,980.00 to cover painting on MECHANIC STREET FOOTBRIDGE.	Approved. Purchase Order No. 06736 issued for this project.
17.	Received recommendation from the Street Engineering Department that Northwestern Industrial Contractors be issued a purchase order in the amount of $4,995.00 to cover cleaning and snad blasting on Mechanic Street Footbridge.	Approved. Purchase Order No. 03652 issued for this project.
18.	Received invoice No. 2 of Spears-Dehner, Inc. in the amount of $68,417.34 approved by the Street Engineering Department covering work on Street Resolution No. 5835-79 Fernhill Avenue (Wells to Northrop).	Approved and ordered the amount of $68,417.34 paid to Spears-Dehner, Inc. by the City Controller. Also ordered Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company in the amount of $7,601.93. Payments are to be made from LRS Account.
19.	Received invoice #1 of L. W. Dailey, Inc. in the amount of $26,901.99 approved by the Street Engineering Department for Improvement Resolution No. 5827-79 - Nebraska Neigh., Phase IV; Northwest Central, Phase III and West Central, Phase IV.	Approved and ordered paid by Community Development and Planning. Contractor will submit WAIVER of Escrow.
20.	Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts write-offs as per list submitted: Water ----------$3,545.49 SEWER ----------$2,783.86.	Approved.
21.	Received petition for the installation of curbing on Kinsmoor Street from South Wayne Avenue to Fairfield Avenue.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 117-79.

22. Received a petiton for installation of sidewalks on Kinsmoor Street from South Wayne Avenue to Fairfield Avenue.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 116-79.

23. A request was received from Hamilton Electric Company, 4934 Hillegas Road, for permission to barricade in front of 734 Washington Street at corner of Van Buren Street on the Van Buren side of the street on August 21, 1979 from 1:00 p.m. to 5:00 p.m.
PURPOSE: Place Hi-Ranger for sand blasting house.

Approved and permit issued.

24. A request was received from Richard Franck, 8820 Covington Road, for permission to barricade the north curb at 2809 E. Maple Grove on August 22, 1979 thru August 24, 1979 at 4:00 p.m.
PURPOSE: Dumpster two or three feet in right-of-way.

Approved and permit issued.

Meeting adjourned at 11:05 a.m.

Henry P. Wehrenberg

Mary J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, August 23, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H.P. Wehrenberg, E. H. LaMar
M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Street Lighting Resolution No. 132-78 for the installation of ornamental street lighting system with underground wiring on Devonshire Drive from Maple Grove Avenue to Ashcroft Drive.

The Board determined the benefits as indicated.

Ordered the Street Lighting Engineering Department to prepare the Final Assessment Roll.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Street Lighting Resolution No. 134-78 for the installation of ornamental street lighting system with underground wiring in the Victoria Park Addition.

The Board determined the benefits as indicated.

Ordered the Street Lighting Engineering Department to prepare the Final Assessment Roll.

3. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 168-79 for the condemnation of permanent and temporary easements for the purpose to construct a sewer line along and across a portion of the Northeast Quarter, Section 29, Township 31 North, Range 13 East and Northwest Quarter Section 29, Township 31 North, Range 13 East; bounded on the south by Trier Road; bounded on the east by the east right-of-way line of Elwood Drive; bounded on the west by Wyandotte Drive; bounded on the north by a line 195.00 feet north of north right-of-way line of North Drive. RANCHWOOD, PHASE I. (SEWER RES. NO. 307-79)

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare Assessment Roll of Benefits and Damages.

Meeting adjourned at 4:42 p.m.

Henry P. Wehrenberg

M. G Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Friday, August 24, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 10:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received minutes of meetings held on Wednesday, August 22, 1979 at 9 a.m. and Thursday, August 23, 1979 at 3:30 p.m.

1. RECEIVE BIDS:

Declaratory Resolution No. 67-189-14, CIVIC CENTER PARKING GARAGE construction - CCPG Block III:

Referred to Martindale, Tourney, Gibson, Inc., Architects, for tabulation and report.

Will award contract on Wednesday, September 26, 1979 at 9:00 a.m.

	Hagerman Const. Corp.	Irmscher & Sons, Inc.	W.A. Sheets & Sons, Inc.
BASE BID: ----------	$2,314,000.00	$2,758,000.00	$2,473,393.00
Alternate #1	68,000.00	96,000.00	81,662.00
Alternate #2	9,250.00	35,900.00	12,950.00
Alternate #3	+ 17,300.00	+ 20,800.00	no bid
Unit Prices:			
1. Excavation	20.00	no bid	10.00
2. Compacted backfill	12.00	"	10.00
3. Concrete	300.00	"	150.00
4. Reinforcing steel	.45	"	.50

2. Received petition for the installation of a sanitary sewer to serve Trier Road and Buesching Drive from Wyandotte (Ranchwood Addition) to Buesching Drive.

Approved and ordered the Water Pollution Control Engineering Department to investigate and report.

Board Order No. 119-79.

Meeting adjourned at 10:50 a.m.

Henry P. Wehrenberg
Ray G Scott
Edward W. Lamar
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Clerk

Monday, August 27, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building-
Regular meeting held at 10:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H.P. Wehrenberg, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued

348 Masterson ---------- A.C.C. Concrete
909 Northwood Blvd. --------- Albrecht-Rousell
826 North Wood Blvd.--------- Albrecht-Rousell

4. Received driveway applications: — Approved and permits issued

1425 Sinclair ----------Kent Guillame
1420 Francis----------Zumbrum Const. Co.
2808 N. Highlands Blvd. ------A. O. Oelagrange

5. Received street cut applications: — Approved and permits issued

2529 Ardmore ----------NIPSCO
6300 Ardmore --- "
7325 Baer Rd. (prkstrp) --- C.U. Water Maint.
Breck /811 St. Marys --- NIPSCO
Main entrance to Lincoln
Life Ins. Co. West lane
of So. Calhoun --- GEN. TELE.
Clay & Hayden (prkstrp) --- NIPSCO
Intersec. N. Clinton &
Wakefield Dr. --- GEN. TELE.
2114 Cozy Court --- NIPSCO
911 Eliza (alley) --- "
SE cor. Eliza & Gay --- "
215 Esmond (alley) --- "
2604 Florida --- "
916 Euclid --- "
2604 Florida --- "
916 S. Hanna (alley) --- "
1009 - 1027 Harrison /Washington C.U. Water Maint.
1826 Lathrop --- NIPSCO
Leroy and State (prkstrp) --- C.U. Water Maint.
1019 Ludwig --- "
2634 Lynn --- "
2430 North Highland --- "
Oxford /2002 Oxford --- "
1118 W. Packard --- C.U. Water Maint.
2928 Pinewood Dr. --- NIPSCO

1913 Poinsette	--- C.U. Water Maint.
243 E. Pontiac	--- NIPSCO
3628 Reynolds	--- "
Riedmiller S/Hale	--- C.U. Water Maint.
3203 River Forest Dr. (prkstrp)	--- "
119 W. Washington	--- "
State & Rolston (prkstrp)	--- "
3944 Trier Rd.	--- NIPSCO
1225 Vance (prkstrp)	--- Earl Baker Trench.
3203 Vesey	--- NIPSCO
Webster - 229 Melita	--- "
645 High	--- "
1626 E. Wayne (prkstrp)	--- "
1322 McClellan	--- "
1030 McKinnie	--- "
121 W. Washington (alley)	--- "
514 Riverside	--- "
1306 N. Harrison	--- "
S/E Eliza & Gay	--- "
1319 Westover	--- "
1202 Elmwood (alley)	--- "
E. Pk. Strip of Old Trail Rd. - 20' N/Waynedale	--- Gen. Tele.
Agnes & Lafayette (prkstrp)	---C.U. Water Maint.
908 E. Belmont	---NIPSCO
Broadway & Wildwood	---C.U. Water Maint.
708 Buchanan at Hanna	---R& A Plumb.
1604 California (alley)	---NIPSCO
(alley) 1318 Camp Allen	--- "
6210 Chatham	--- "
N. Clinton /3820 Coldwater Rd.	--- "
5310 Coldwater Rd. (prkstrp)	---R & A Plumb.
429 Colerick	---C.U. Water Maint.
Intersec. Covington & Sheffield	---Gen. Tele.
S/Eliza at Intersec. of Ohio	---NIPSCO
SW cor. Eliza at intersec. Chute	--- "
2407 Fairoak (prkstrp)	---C.U. Water Maint.
2409 Fairoak	--- "
5231 Industrial	--- "
3018 L. Huntington	---NIPSCO
Masterson bet. Calhoun & Harrison	---C.U. Water Maint.
3911 Oliver	---NIPSCO
2100 Olladale (prkstrp)	---C.U. Water Maint
Rudisill & Harrison (prkstrp)	--- "
617 Runnion (alley)	---NIPSCO
1337 Sinclair	---C.U. Water Maint
5521 Standish	---NIPSCO
415 E. Wallace	---C.U. Water Maint.
2717 Waynedale Blvd.	--- "
2801 Waynedale (prkstrp)	--- "
2807 Waynedale (prkstrp)	--- "
2809 Waynedale (prkstrp)	--- "
Woodland, W/Calhoun	--- "
1201 Liberty (prkstrp)	---NIPSCO
609 W. Washington (alley)	--- "
1312 Union (prktrp)	--- "
1122 S. Hanna	--- "
2132 John	--- "
337 W. Masterson	--- "
1310 Union	--- "

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Sidewalk Improvement Resolution No. 5842-79 - Edgehill, Westbrook and Jacobs area.

AWARD CONTRACT to L. W. Dailey, Inc. at and for their bid in the amount of $44,940.00 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

7. AWARD CONTRACT:

Received tabulation and recommendation preoared by the Street Engineering Department for Improvement Resolution NO. 5848-79 - Industrial Road guardrail.

AWARD contract to Fen-Guard, Inc. at and for their bid in the amount of $16,582.50 subject to ... manic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

8. AWARD CONTRACT:

Received tabulation and recommendation orepared by the Water Pollution Control Engineering Department for Sewer Resolution No. 307-79 - Ranchwood, Phase I.

AWARD contract to T - G Excavating at and for their bid in the amount of $299,904.25 subject to ... manic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

9. A request was received from Tibbetts Mechanical Construction Company, P.O. Box 11117, Anderson, Indiana, for permission to oarricade Clinton Street across from Indiana Bank on Friday, August 24, 1979 from 8:00 a.m. till 8:30 a.m.
PURPOSE: Unloading purposes.

Approved and permit issued.

10. Received a request from Bob Lude, 3014 MacArthur, for permission to barricade MacArthur Street from Bradbury to Beaty on Saturday, September 1, 1979 from 6:00 p.m. to 10:00 o.m.
PURPOSE: Reception - aporoval received from all neighbors, he says.

Approved and permit issued.

11. Received a request from Fort Wayne Fire Department, One Main Street, for permission to barricade between Harrison and Webster Streets on Washington - close the north lane on Saturday, September 1, 1979 from 12:00 Noon to 1:00 p.m.
PURPOSE: 140 Anniversary.

Approved and permit issued.

12. Received a request from Ft. Wayne Fire Department, One Main Street, for permission to hold a parade on Saturday, September 1, 1979 from 12:00 Noon to 1:00 p.m. Route to be traveled: Wayne Street to Lafayette to Fourth Street to Lawton Park. - approximately 25 vehicles.
PURPOSE: 140th Anniversary.

Approved and permit issued.

13. Received a request from Edward Alverez, 724 Kinnaird, for permission to barricade Kinnaird Street from West Wayne to Indiana on Monday, September 3, 1979 from 8:00 a.m. till 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

14. Received a request from M.D.A./ Steven Turner, District Director, 225D Lake Avenue, for permission to hold a parade on Monday, September 3, 1979 starting at 6:00 a.m. Route to be traveled: Green Street in New Have, to Highway #14 to Anthony Blvd., to Tillman Road to Southtown. Number of Persons: Not more than twenty. Number of vehicles: Bathtub on wheels and one van and one car.
PURPOSE: Walk - M.D.A.

Approved and permit issued.

15. Received a request from Broadview Terrace Association, 5818 Winchester Road, for permission to barricade Win Avenue from Winchester Road to Chester Blvd. on Saturday, September 8, 1979 from 3:00 p.m. till 7:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

16. Received a request from Shirley Dowdell, 901 Maumee, for permission to barricade Harmar at Washington and Old Maumee at King Street on Sunday, September 9, 1979 from 12:00 Noon to 6:DD p.m.
PURPOSE: Street Fair.

Approved and permit issued.

17. Received quotations from the Purchasing Agent for the proposed purchase of leaf vacuum sweepers for the Street Department: FOR FIVE UNITS - Alternate "C"

RIES EQUIPMENT----------$24,950.00

SOMERS EQUIPMENT CO. ----------$27,087.50

ŒEOS EQUIPMENT CO. ----------$31,463.25

SEASTROM, INC. ----------$28,975.00

The bid of Ries Equipment Company, Inc. in the amount of $24,95D.DO was accepted under Purchase Order No. 4-06874.

Ordered sent to the Common Council on Tuesday, September 11, 1979 at 8:DD p.m.

18. Received Contract, Guaranty and Liability Bonds of T & F Construction Company in the amount of $87,984.OD prepared by the Street Lighting Engineering Department for Street Lighting Resolution NO. 137-79 - Harrison Hill Area.

Approved.

Ordered sent to the Common Council on Tuesday, September 11, 1979 at 8:00 p.m.

19. Received Water Contract No. 7911 prepared and approved by the Water Engineering Department between Fort Wayne Water Utility of the City of Fort Wayne, Indiana, and Bohde Realty, Inc. for the construction of water main system to serve Parkview Addition, Section C, Phase I.

Approved.

Ordered sent to the Water Engineering Department for handling.

20. Received Special Sewer Permit for Morris Liechty prepared and approved by the Water Pollution Control Engineering Department and Performance - Maintenance Bond in the amount of $3,359.02 to construct sanitary sewer known as Victory Life Temple Sanitary Sewer.

Approved and Special Sewer Permit issued.

Board Order No. 120-79.

21.	Received inspection report from the Water Engineering Department and Completion Affidavit of North Eastern Construction Co., Inc. with Guaranty and Maintenace Bond in the amount of $8,082.75 signed by American States Insurance Company for Water Contract 7813 - Tanbark, Section II.	Approved. Ordered acceptance letter written.
22.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Yost Company, Inc. for Storm Sewer to serve Ardmore Plaza.	Approved. Ordered acceptance letter written.
23.	Received Invoice No. 1 of T & F Construction Corp. in the amount of $11,195.15 approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 136-79 - Northwest Central, Phase III.	Approved. Ordered paid by Community Development and Planning.
24.	Received invoice #6 of Schmidt Electric, Inc. in the amount of $11,160.54 approved by the Street Lighting Engineering Department for Street Lighting Resolution NO. 133-78 - West Central, Phase III.	Approved and ordered paid by Community Development and Planning.
25.	Received invoice #7 of Schmidt Electric, Inc. in the amount of $4,765.27 approved by the Street Lighting Engineering Department for Street Lighting Resolution No. 133-78 - West Central, Phase III. (Amount is retainage).	Approved and ordered paid by Community Development and Planning.
26.	Received inspection report from the Water Pollution Control Engineering Department with recommendation that project -Special Sewer Permit for Sanitary Sewer to serve Meek's Commercial Addition - be accepted and certified check be returned to Mr. Meek.	Approved and ordered acceptance letter written.

Meeting adjourned at 11:00 a.m.

Henry J. Wehrenberg

Max J. Leavitt

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Wednesday, August 29, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received minutes of meetings held on Friday, August 24, 1979 at 10 a.m. and Monday, August 27, 1979 at 10 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

Approved and permits issued.

452B Calhoun ----------Clarence Dull
1701 Fairfield ----------Bushey & Son
4026 N. Washington Rd. -------Kirk Scheeler
3929 So. Wayne ----------Leroy Kanning

4. Received driveway application:

Approved and permit issued.

4810 Speedway Drive ----------Wayne Asphalt & Const.

5. Received Final Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 132-78 - for the construction of ornamental street lighting system with underground wiring on Devnoshire Drive from Maple Grove Avenue to Ashcroft Drive.

CONFIRMED.

Ordered sent to the Department of Finance.

6. Received Final Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 134-78 for the construction of ornamental street lighting system with underground wiring in the Victoria Park Addition.

CONFIRMED.

Ordered sent to the Department of Finance.

7. RECEIVE BIDS:

Improvement Resolution No. 5849-79 for resurfacing and restoring pavement on the following streets as designated: OXFORD STREET, MAIN STREET and BLUFFTON ROAD:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Tuesday, September 4, 1979 at 9:00 a.m.

DAILEY ASPHALT CORP. ---------$319,634.00

HIPSKIND ASPHALT CORP. -------$337,508.25

8. RECEIVE BIDS:

Improvement Resolution No. 585D-79 for resurfacing and restoring pavement as designated on the following streets: CLINTON STREET, CALHOUN STREET, SPY RUN EXTENOED and WAYNE STREET.

DAILEY ASPHALT CORP. -------$241,838.00

HIPSKINO ASPHALT CORP. -----$272,643.00

RIETH-RILEY CONST. CO. -----$271,535.25

Referred to the Street Engineering Department for tabulation and report.

Award contract on Tuesday, September 4, 1979 at 9:00 a.m.

9. RECEIVE BIOS:

Improvement Resolution No. 5851-79 for resurfacing and restoring pavement as designated on the following designated streets: ANTHONY BOULEVARD from the south curb line of Maumee Avenue to the south curb line of Rudisill Boulevard.

OAILEY ASPHALT CORP. ---------$236,644.50

HIPSKIND ASPHALT CORP. -------$248,418.DO

Referred to the Street Engineering Department for tabulation and report.

Award contract on Tuesday, September 4, 1979 at 9:00 a.m.

10. Received request from Oan Patrick, 22D3 Florida Orive, for permission to barricade Florida Orive between State and Forest Avenues on Saturday, September 8, 1979 from 4:00 p.m. till 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

11. Received a request from North Franke Park Neighborhood Association (Beth Biancaniello) 4119 Kentland, for permission to barricade Kentland which runs from Trick Street to Louisedale on September 9, 1979 (rain date: September 16) from 2:00 p.m. to 6:00 p.m.
PURPOSE: Neighborhood Block Party.

Approved and permit issued.

12. Received a request from United Klans-of-America, P.O. Box 8157, for permission to hold a parade on Sunday, September 9, 1979 from 1:DO p.m. to 2:00 p.m. Approximate number of persons: 150 persons, one horse. Route to be traveled: Elzey Drive to MacArthur to Old Trail Road to Lower Huntington Road to Elzey Road and return to Waynedale Park. Parade to start and terminate at Waynedale Park.
PURPOSE: Pass out anti-drug literature.

Approved and permit issued.

13. Received a request from Fairfield Neighborhood Association (Penny Furphy) 3D29 S. Webster, for permission to hold a block party on Sunday, September 9, 1979 from 12:DD Noon to 6:OD p.m. Barricade is for Shawnee Drive from Killea to Wildwood.
PURPDSE: Block party.

Aoproved and permit issues.

14. Received a request from Fairfield Neighborhood Association (Penny Furphy), 3029 S. Webster, for permission to barricade Wildwood from Webster to Hoagland on Sunday, September 9, 1979 from 12:00 Noon to 6:00 p.m. PURPOSE: Block party.	Approved and permit issued.
15. Received a request from E. E. Clark, 2225 Alabama, for permission to barricade Alabama Avenue between State Street and Forest Avenue on October 2, 1979 from 2:00 p.m. to 10:00 p.m. Purpose: Block party.	Approved and permit issued.
16. Received plat of Arlington Park, Section XIII approved and submitted by the City Plan Commission.	Approved and forwarded to City Plan Commission.
17. Received plat of Black Creek Estates approved and submitted by the City Plan Commission.	Approved and forwarded to City Plan Commission.
18. Received copy of agreement between Fort Wayne Cablevision, Fort Wayne Public Library and Citizens Council for Program Oevelopment, Inc. for Public Access Studio as required in Cable Television Franchise.	Approved.
19. Received Change Order No.1 of Hipskind Concrete Corporation in the amount of $9,938.00 approved by the Street Engineering Deoartment covering Resolution No. 5829-79 - Oxford Phase IV and LaRez Phase II.	Approved and ordered sent to the Common Council on Tuesday, September 11, 1979 at 8:00 p.m.
20. Received a petition for the installation of new curbing on Monroe and Oalman Avenue from 3202 S. Monroe Street and 500 block on Oalman Avenue to 3212 Monroe Street.	Approved. Ordered the Street Engineering Oepartment to investigate and report. Board Order No. 124-79 issued.
21. Received bids from the Street Engineering Department (INVITATIONAL BIOS) for installation of sidewalk fronting Emmaus Lutheran Church at 2320 Broadway: EMIL HOLLIDAY ---------- $5,310.50 RIETH-RILEY CONST. CO. -----$8,864.70 CARRINGTON & ASSOC. --------$6,783.50	The bid of Emil Holliday was accepted. City's share is to be $1,998.87 per agreement between City and Emmaus Lutheran Church. Purchase Order No. 4-06745 is to be issued in the amount of $1,998.87. Emmaus Lutheran Church is to pay amount of $3,311.63.

22. Received Improvement Resolution No. 5852-79, final plans, estimate and specifications for improving by repairing the deteriorated concrete retaining wall along the west side of St. Joe Blvd. from Columbia Street Bridge north to McDougal Avenue (4850 L.F. +) with reinforced Gunite and 100% coverage on exposed surface with 1/2" Gunite Flashcoat, sealed with epoxy sealer. (CITY PAID).

Approved and adopted. A true copy is incorporate herein.

Advertise Notice to Contra August 31, 1979 and September 7, 1979.

Receive bids on Wednesday, Sept. 12, 1979 at 9:00 a.

Ordered the Street Engine Department to prepare bid documents.

23. Received a request from Holy Trinity Greek Orthodox Church (Rev. James A. Doukas) 5420 S. Anthony, for permission to hold a parade on Saturday, October 6th, 1979 (raindate: October 7, 1979). Route to be traveled: S. Anthony at church and follow bike route as far as Archer Avenue and return. PURPOSE: Bike-a-thon for Cooley's Anemia.

Approved and permit issued.

24. Received a request from Laura Rencher / Youth Super Star Community Center, 601 Hayden Street, for permission to barricade Monroe Street from Brackenridge to Hayden on Friday, August 31, 1979 from 12:00 Noon to 4:00 p.m. PURPOSE: Back-to-School Field Day.

Approved and permit issued.

25. Received recommendation of Street Light Administrator to accept escallation proposal and extension of T & F Construction Company on Unit Price Street Lighting Maintenance Contract S-131-77 which expires 12/31/79 to 11/4/79.

Approved.

Ordered Street Lighting to prepare plans and specifications to bid a new

LABOR AND EQUIPMENT:

1. Relamping Unit -per 8 hour day (normal work day)	-------	$221.76 +27
2. Relamoing Unit -per hour of overtime (Sundays and Holidays)	-------	41.42
3. Relamping Unit -per hour of overtime (Saturdays and weekdays)	-------	33.43
4. Maintenance Unit -per hour (normal work day)	-------	66.90
5. Maintenance Unit - per hour of overtime (Sundays and Holidays)	-------	105.94
6. Maintenance Unit - per hour of overtime (Saturdays and weekdays)	-------	83.17
7. Trouble shooting vehicle (equipment and operator)- per hour	-------	37.08
8. Trouble shooting vehicle (equipment only) per hour	-------	4.50
9. Trouble shooting vehicle (equipment only - per month.	-------	600.00

Meeting adjourned at 10:55 a.

Henry P. Michaud

Edward L. Pamas

Mary Gritt Jr.

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Tuesday, September 4, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. WEHRENBERG, E. H. LAMAR,
M. G SCOTT
URSULA MILLER

Received minutes of meeting held on Wednesday, August 29, 1979 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

2711 Alma	Joe Watkins
4528 S. Calhoun	Clarence Dull
1701 Fairfield	Buschey & Sons
118 Mechanic	Max Burns
5733 Millbridge Ct.	Robt. Hichcock Bldrs.
4026 N. Washington Rd.	Kirk Scheeler
7810 Weymouth Ct.	Elmer Miller Bldrs.

4. Received private sidewalk applications: — Approved and permits issued.

2427 Broadway	J & M Const. Co.
118 Mechanic	Max Burns
5733 Mill Bride Ct.	Hitchcock Bldrs.

5. Received street cut applications: — Approved and permits issued.

1124 Baxter	C.U. Water Maint.
3322 Bowser	"
Colerick /2925 S. Lafayette	-NIPSCO
709 Constance	- "
1912 Forest Park (alley)	- "
805 Growth	-C.U. Water Maint.
Harmar, N/Washington and S/Maumee Terrace Ent.	-Ind. & Mich.
Intersec. Lavina & Rockhill	-NIPSCO
1201 Liberty	- "
Newport N/Ridgewood	-C.U. Wat er Maint.
3930 N. Washington Rd.	-NIPSCO
4616 Ridgeland Dr.	- "
St. Joe Ctr. Rd. E/Campus Ct.	-Gen. Tel.
4114 & 4117 Sherman (prkstrp)	-C.U. Water Maint.
1720 Webster	-NIPSCO
4205 Bluffton Rd.	- "
1220 Webster (alley)	- "
3624 Winter	- "
McKinnie - intersec. So. Park	- "
McKinnie & Spatz	- "
340 W. Masterson	- "
2605 S. Anthony	- "
1711 St. Marys	- "
1036 Schick	- "
3712 Senate	- "
1643 W. State	- "
1635 Broadway	- "
1821 Antoinette (alley)	- "
1636 Wells	- "

6. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 168-79 for Ranchwood, Phase I.

Approved and Board finds ... amount of damages to each ... listed on said Roll are ... the amount of $1.00 each ... assessment of said benefits ... damages are so ordered.

Notices to be served Friday ... September 21, 1979.

Hearing on Confirmation of ... Roll Thursday, October ... at 3:30 p.m.

7. Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5849-1979 - Oxford Street, Main Street and Bluffton Road.

Award contract to Dailey Asp... Co. at and for their bid in ... amount of $319,634.00 subject ... to councilmanic approval.

Ordered the Street Engineering ... Department to prepare contract ... and necessary documents.

8. Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5850-1979 - Clinton Street, Calhoun Street, Spy Run Extended and Wayne Street.

Award contract to Dailey Asp... Co. at and for their bid in ... amount of $241,838.00 subject ... to councilmanic approval.

Ordered the Street Engineering ... Departemtn to prepare contract ... and necessary documents.

9. Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5851-79 - Anthony Boulevard from the south curb line of Maumee Avenue to the south curb line of Rudisill Boulevard.

Award contract to Dailey Asp... Company at and for their bid ... amount of $236,644.50 subject ... councilmanic approval.

Ordered the Street Engineering ... partment to prepare contract ... documents.

10. Received a request from Dailey Asphalt Prod. Company, 1034 Oakland, for permission to barricade Calhoun Street from Baker to Pontiac Streets on Tuesday, September 4, 1979 thru September 6th, 1979 from 8:00 a.m. to 4:30 p.m.
PURPOSE: Final coat of asphalt to both sides of Streets.

Approved and permit issued.

11. Received a request from L.S. Ayres - DOWNTOWN - 201 E. Wayne Street, for permission to barricade Tuesday, September 4, 1979 thru Saturday, September 8, 1979 (unless otherwise notified) from 7:30 a.m. to 6:00 p.m. to block alley at Barr Street -alley will be blocked about one-half of way down towards Clinton Street. Alley is between E. Wayne and Berry Street. PURPOSE: Loading of trucks at dock.	Approved and permit issued.
12. Received a request from Anthony Wayne Neighborhood Association, 4506 S.W. Anthony Wayne Drive (Dave Sharp) for permission to barricade Werling Drive from Maplegrove to Fairfax on Saturday, September 15, 1979 from 2:00 p.m. to 10:00 p.m. PURPOSE: Association party.	Approved and permit issued.
13. Received a request from Ed. E. Jackson, Sr., 3717 McCormick Street, for permission to barricade Mcormick Street - portion of the street in front of property - on Wednesday, September 5, 1979 from 8:00 a.m. till 10:00 a.m. PURPOSE: Fell a tree on property.	Approved and permit issued.
14. Received plat for Arlington Park, Section XII (CHELSEA TWO, INC.) approved and submitted by the City Plan Commission.	Approved.
15. Received plat for Spy Run Manor submitted and approved by the City Plan Commission.	Approved.
16. Received Change Order No. 2 of Bercot, Inc. in the amount of $12,587.00 prepared and approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 302-78 - Kruge Place Addition Sanitary Sewer.	Approved. Ordered sent to the Common Council on Tuesday, September 11, 1979 at 8:00 p.m.
17. Received inspection report from the Water Engineering Department covering MARINER'S RIDGE, SECTION III WATER MAIN constructed by Landmark Homes. Maintenance Bond is in the amount of $1,875.00 and signed by American States Insurance Company for Water Contract 7825.	Approved. Ordered acceptance letter written.
18. Received invoice from City Controller (Barrett Law Department) in the amount of $5,741.12 covering balance of City cost on Street Lighting Resolution No. 132-78 - Devonshire Drive.	Approved and ordered paid from accounts as follows: P.O. 03648 $4,455.86 from 402-134-414-4200 1,285.26 from 402-333-333-4265.
19. Received invoice from City Controller (Barrett Law Department) in the amount of $15,164.26 covering balance of City cost on Street Lighting Resolution No. 134-78 - Victoria Park.	Approved and ordered paid from accounts as follows: P.O. 03647 $10,953.81 from 402-134-414-4200 4,210.45 from 402-333-333-4265.

20. Invitational bids were received by the Street Engineering Department for curb replacement on Elizabeth Street:

CARRINGTON & ASSOCIATES --------- $3,284.50

EMIL P. HOLLIDAY ---------- $3,884.00

Bid of Carrington & Associates was approved.

Purchase Order No. 06749 issued to cover replacement.

21. RESOLUTION NO. 68-44-21

WHEREAS, the Fort Wayne Redevelopment Commission has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

North/South alley between Harrison and Calhoun Streets from north right-of-way of Main Street to southerly right-of-way of East/West alley between Main Street and The Landing.

Approved.

22. RESOLUTION NO. 68-44-22

WHEREAS, Jeffery Reinhart and George Riemen have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public utility easement situated in Fort Wayne, Allen County, to-wit:

Dedicated utility easement lying between Lots 526 and #527 in Section I, Crestwood Colony, an Addition to the City of Fort Wayne, Indiana.

Approved.

23. Received invoice of Norfolk and Western Railroad in the amount of $156.13 approved by the Water Engineering Department for payment for railroad expenses in connection with repair of Main break - Lower Huntington Road at N & W Railroad.

Approved. Ordered City Utilities to pay invoice from Water Utility Fund.

24. Received invoices of Bernard T. Perry, Certified Public Account, in the amounts: $17,354.06 for 1979 Water Pollution Control Rate Review and $9,176.51 for Diversified Utilities Proceedings approved by the City Utilities' General Superintendent.

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

25. Received invoice #4 of Carrington & Associates in the amount of $14,361.98 approved by the Street Engineering Department covering work on Resolution No. 5812-78 - Oxford Impact Area Part III.

Approved and ordered paid by Community Development and Planning.

26. Received Invoice #1 of Ground Services, Inc. in the amount of $23,780.00 approved by the Water Engineering Department for Contract No. 79-XP-1 - Getz Road Water Main Extension.

Approved and ordered City Utilities to pay $21,402.00 and retain $2,378.00 until pressure-testing, disinfection, restoration work is completed.

Payment is to be made from the Water Utility Fund.

27. Received invoice No. 70-10-210-01-12 of McNamee Porter and Seeley, Consulting Engineers, in the amount of $6,296.16 aoproved by the General Superintendent of City Utilities for General Engineering and Resident Engineering for water works improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.- WATER CONTRACTS Numbers 77-W-2 and 77-W-3.

Approved and ordered City Utilities to pay invoice from Water Utility Fund.

28. Received invoice No. 78-08-310-01-0-12 of Howard Needles Tammen & Bergendoff (Steeg Division) in the amount of $2,500.00 for professional engineering services performed in connection with the oreparation of a Step 3 Grant Application as described in Article 1 of Supplemental Agreement No. 1 dated Feb. 22, 1979. Billing is in accordance with Article 3.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

29. Received invoice No. 78-08-310-01-0-13 of Howard Needles Tammen & Bergendoff (Steeg Division) in the amount of $26,320.96 for professional engineering services performed in connection with Agreement for Engineering Services dated March 20, 1978 - AWT Oesign, Phase B - Task #4. Services rendered for 9/19/78 to 8/3/79.

Approved and ordered City Utilities to oay invoice from the Water Pollution Control Utility Fund.

30. Received invoice No. 78-08-310-01-0-14 of Howard Needles Tammen & Bergendoff (Steeg Division) in the amount of $31,690.82 for professional engineering services performed in connection with Agreement for engineering services dated March 20, 1978 -AWTD, Phase C - Task #4. Services rendered for period of 9/30/78 thru 8/3/79.

Approved and ordered City Utilities to oay invoice from the Water Pollution Control Utility Fund.

31. Received partial payment Estimate No. 7 of Hagerman-Shambaugh (joint bidders) in the amount of $328,597.02 prepared and approved by McNamee Porter & Seeley, Consulting Engineers, for Contract 77-W-2, Fort Wayne Filtration Plant Expansion.

Approved and ordered City Utilities to pay invoice in the amount of $328,597.02.

Also, ordered the amount of $ 36,510.77 paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National Bank.

32. Received Invoice No. 1 of Moellering Construction Company, Inc. in the amount of $41,663.39 prepared by the Street Engineering Department covering work on Resolution No. 5830-79 - Production Road - Lima Road Intersection.

Approved and ordered paid from LRS Account.

Meeting adjourned at 10:50 a.m.

Henry P. Wehrenberg

Edward N. La Rue

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Wednesday, September 5, 1979

Department of Public Works
Office of the Board
Room 91D, City-County Building
Regular meeting held at 9:DD a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCDTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Departm of Finance.

3. Received private sidewalk applications:

Approved and permit

7DO Broadway ---------- Irmscher & Sons, Inc.
12DD Webster ---------- Dailey Asphalt Prod.
14D2 S. Clinton ---------- Dailey Asphalt Prod.

4. RECEIVE BIDS:

Referred to the Water Engineering Departme for tabulation and re

Water Main Contract No. 79D9 for furnishing of all materials, labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install 195D ± L.F. of 16" water main on 13th Street from Baer Field Thruway southward approximately 193D feet, in accordance with the specifications prepared by the Water Engineering Department:

Award contract on Mon September 10, 1979 at 9:00 a.m.

	BASIC:	ALTERNATE:
BERCDT, INC.	$65,248.DD	$56,2B6.DD
JOHN DEHNER, INC.	71,474.4D	59,B68.9D
NOBIS CDNST. CO.	79,725.0D	69,91D.0D
T - G EXCAVATING, INC.	69,659.4D	5B,91D.4D

5. Received petition for the installation of sidewalk on outh Anthony Blvd. from Fairfax Avenue to Fire Station.

Approved and ordered Street Engineering Department to invest and report.

Board Order No. 125-79

6. Received Water Contract No. 7910 prepared and approved by the Water Engineering Department between the City of Fort Wayne Utility and Meredith M and Carole M. Sauder for the construction of water main system to serve Charlotte Avenue from an existing 16" water main on Reed Road Eastward 1030 ± feet.	Approved. Ordered sent to Water Engineering Department for handling.
7. Received Improvement Resolution No. 5853-79, final plans, specifications and estimate for demolishing of all buildings and structures located at 424 West Superior Street and site clearance. (CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors September 14 and 21, 1979. Receive bids on Wednesday, September 26, 1979 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.
8. Received Special Sewer Permit for John Hartman Investment Corp. prepared and approved by thr Water Pollution Control Engineering Department for construction of sanitary sewer known as VERSAILES VILLAGE. 25% Maintenance Bond is to be furnished at the time the contractor files his completion affidavit.	Approved and Special Sewer Permit issued. Board Order No. 126-79.
9. Received Special Sewer Permit for John Hartman Investment Corp. prepared and approved by the Water Pollution Control Engineering Department for construction of storm sewer known as VERSAILES VILLAGE. 25% Maintenance Bond is to be furnished at the time the contractor files his completion affidavit.	Approved and Special Sewer Permit issued. Board Order No. 127-79.
10. Received Subordination Agreement whereby the lease between the City of Fort Wayne and American National Red Cross shall be subordinate to lien of mortgage to be executed by Trustees. (See 68-23-6).	Approved.
11. Received recommendation of City Utilities General Superintendent to employ Indiana University, Bloomington to conduct a study investigating trace organics in the City of Fort Wayne's process and drinking waters at a cost not to exceed $8,759.00.	Award contract to Indiana University at and for their bid in the amount of $8,759.00. Ordered General Superintendent of City Utilities to prepare contract.
12. Received an Agreement between the City of Fort Wayne and Mrs. Thomas Tracey, 2405 Brooklyn Avenue, for permission to construct 20 foot stone drive to allow for ingress and egress to Lot #3 to serve land and garage.	Approved.
13. A request was received from Indiana & Michigan Electric Company, 2101 Spy Run Avenue, for permission to barricade Harrison Street between Washington and Jefferson - east and west lanes and South of Jefferson - east lane only to alley on September 5, 1979 thru September 19, 1979 at all times. PURPOSE: Civic Center Renewal Project.	Approved and permit was issued.

14. Request was received from Arena Theatre (Larry Wardlaw) City-County Building, for permission to barricade 711 Maiden Lane between Berry and Main on Saturday, September 8, 1979 from 2:00 p.m. to 5:00 p.m.
PURPOSE: Sidewalk sale (non-profit).

Approved and permit issued.

15. A request was received from Frank Briscoe Construction /Herb Schildt, 130 E. Wayne, for permission to barricade the north lane of Washington between Clinton and Calhoun Streets on Friday, Sept. 7, 1979 from 7:00 a.m. to 3:00 p.m.
PURPOSE: Pouring Concrete.

Approved and permit issued.

16. A request was received from Nancy Hostetler, 1708 Florida, for permission to barricade Florida between Vermont and Nevada on Sunday, September 9, 1979 from 4:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

17. Received a request from L.J. Pongonis, 1325 Kensington, for permission to barricade Columbia to Tilden on Kensington on Sunday, September 9, 1979 from Noon to 8:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

18. Received a request from General Telephone Co., 525 Tecumseh, for permission to barricade Calhoun and Berry (open to Ft. Wayne National Bank) on Wednesday and Thursday, Sept. 5 & 6, 1979 from 9:00 a.m. to 4:00 p.m.
PURPOSE: Cap conduit.

Approved and permit issued.

19. Received a request from NIPSCO (Terry Russel), 1501 Hale, for permission to barricade Warsaw Street between Senate and Congress on Thursday and Friday, September 13 and 14, 1979 from 9:00 a.m. to 4:00 p.m.
PURPOSE: Install gas main.

Approved and permit issued.

20. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty bond in the amount of $5,487.50 signed by State Auto Mutual Insurance Company for Pine Valley County Club 12th Addition Sanitary Sewer. (MACKE DEVELOPMENT CORPORATION).

Approved and acceptance letter written.

Meeting adjourned at 10:50 a.m.

Henry P. Wehrman

Edward W. Dowd

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Monday, September 10, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 10:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
Ursula Miller

Received minutes of meetings held on Tuesday, September 4, 1979 at 9 a.m. and Wednesday, September 5, 1979 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

3214 S. Hanna ---------- James Hornaday
320 W. Superior ---------- A & B Const.
506-508, 528-530, 533-535, 617-619,
627-629, 628-630, 716-718, 801-803,
807-809, 810-812, 816-818, 819-821,
822-824, 828-830, 835-837 Villa
Park Court ---------- Morris Liechty
3500 S. Warsaw ---------- Irmscher & Sons

4. Received private sidewalk applications:

Approved and permits issued.

7725 Bisque Court ----------A. D. Oelagrange
125 W. Oewald ----------Erle OeMille
6020 - 24 Dichotomy ----------A. O. Oelagrange
1434 Eagle ----------Molargik Const.
3940 Indian Hills ----------Molargik Const.

5. Received street cut applications:

Approved and permits issued.

2711 Alma (prkstrp) ---------- C.U. Water Maint.
Berry & Broadway (prktrp) --- "
4550 Bradwood Terrace --- NIPSCO
4617 Calumet --- "
6216 Chatham (prkstrp) --- C.U. Water Maint.
1623 Cass (prktrp) --- "
2835 S. Clinton (prkstrp) --- "
Colerick & Reed (prkstrp) --- "
5900 Covington Rd. (prkstrp) --- "
2514 Emerson --- NIPSCO
1306 N. Harrison --- "
645 High --- "
428 Huffman --- "
3023 S. Lafayette (prkstrp) --- C.U. Water Maint.
Ludwig from Rodenbeck to Sharon Dr. from Ludwig Rd. South 300' --- D. Foland -WE.
McKinnie at the intersection of Spatz --- NIPSCO
McKinnie at intersection of South Park --- "
Parkstrip - 6617 Old Trail Rd. --- Gen. Tel.
2711 Ormsby (prkstrp) --- C.U. Water Maint.
411 W. Paulding (prkstrp) --- "
3204 E. Paulding --- NIPSCO
516 E. Pettit (prkstrp) --- C.U. Water Maint.

516 E. Pettit (orpkstrp)	--- C.U. Water Maint.
2222 Research Dr.	--- NIPSCO
2220-2232 Research	--- T & G Excav.
514 Riverside	--- NIPSCO
3322 Oakwood	--- "
2708 Eastbrook	--- "
4215 Bluffton Rd.	--- "

6. Received tabulation and recommendation prepared by the Water Engineering Department for Water Contract #7909 - 13th Street Feeder Main, Phase I.

AWARD contract to Bercot, at and for their bid in the of $65,248 subject to co approval and subject to ex of a contract between Ger Inc. and Fort Wayne Water

7. Received plat of Slocum Place, Section I aoproved and submitted by the City Plan Commission.

Approved.

8. Received petition for the installation of sidewalk on McKinnie Avenue - North side from South Park, West, to first alley east of Hanna Street.

Approved. Board Order No.

Ordered Water Engineering Department to investigate and report.

9. Received petition for the installation of alley lights and street lighting on Juliette Avenue from 2116 to 2224.

Approved. Board Order No.

Ordered Street Lighting Engineering Department to investigate and report.

10. Received petition for installation of standard street lighting on Plaza Drive from Rudisill to McKinnie Avenue.

Approved. Board Order No.

Ordered Street Lighting Engineering Department to investigate and report.

11. Received inspection report from the Water Engineering Department and Completion Affidavit of Land Excavating, Inc. with Maintenance Bond in the amount of $3,85D signed by American States Insurance Company for Water Main Contract 7822 - Tillman Park, Phase II.

Approved.

Ordered acceptance letter written.

12. Received inspection report from the Water Pollution Control Engineering Deoartment and Completion Affidavit of A. D. Equioment Company with Maintenance Bond in the amount of $25,827.OD signed bv International Fidelity Insurance Company for WHEATRIDGE, SECTION I SANITARY SEWER.

Approved.

Ordered acceptance letter written.

13. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Bercot, Inc. with Maintenance Bond in the amount of $24,063.OD signed by the Western Casualty and Surety Company for NEWBERRY, SECTION I OFF-SITE SANITARY SEWER.

Approved.

Ordered acceptance letter written.

14. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of A. D. Equipment Company with Maintenance Bond in the amount of $8,817.DO signed by International Fidelity Insurance Company for NEWBERRY, SECTION I SANITARY SEWER.

Approved.

Ordered acceptance letter written.

15. Received Agreement between Woodmont Reality, Inc. and City of Fort Wayne whereby the total assessment due of $12,933.78 (27.229 acres X $475 per acre) will be paid $4,311.26 at time sewer permit is issued, $4,311.26 six months later and the final payment of $4,311.26 six months thereafter. (WOODMONT-OAKS SUBDIVISION SANITARY SEWER).

Approved.

16. Received the following Special Street Permits prepared and approved by the Street Engineering Department for A. D. Delagrange to construct the following streets in WHEATRIDGE, SECTION I:

BRIDGEWATER DRIVE	(A)
VALDOSTA DRIVE	(B)
BISQUE COURT	(C)
TENOALL COURT	(D)
WEYMOUTH COURT	(E)
EASTON TRAIL	(F)

Approved and Special Street Permits issued.

17. Received invoice No. 78-08-310-01-0-15 of HNTB (Steeg Division) in the amount of $34,018.04 for Professional Engineering Services performed in connection with Agreement for Engineering Services dated March 20, 1978 - AWT Design, Phase C - Task #5.

Approved.

Ordered City Utilities to pay invoice from WPC Utility Fund.

18. Received invoice of T & F Construction Corp., in the amount of $10,491.80 prepared and approved by the Street Lighting Engineering Department covering work on Resolution No. 5797-78 - Washington - Jefferson Streets Project - Signal Work as per Agreement and Letter dated June 16, 1978.

Approved and ordered paid from LRS Account #324.

19. Invitational Bids were received by the Street Engineering Department for repair of alley at 1816 Lynn Ave. and curb replacement at 4310 and 4314 Fairfield Avenue:

CARRINGTON & ASSOC. ---------- *$3,431.30
ROBERT J. HOUSER ---------- $3,306.30

*less $451.25 P.O. cost = $2,980.05.

Approved.

Ordered Purchase Order issued to Carrington & Assoc. in the amount of $2,980.05

P.O. 06754 issued.

20. Invitational Bids were received by the Street Engineering Department for removal and replacements of wingwalks at SE corner W. Foster Parkway & South Wayne and Lexington and Fairfield :

CARRINGTON & ASSOC. ---------- $2,033.30

ROBERT J. HOUSER ---------- $2,331.20

Approved.

Purchase Order No. 06757 issued to Carrington & Associates in the amount of $2,033.30.

21. One Invitational Bid was received by the Street Engineering Department for pavement restoration, corner removal and replacement and sidewalk restoration respectively as follows: Lake Ave. south lane at Laverne and 3216 Varsity Lane; N.E. corner Varsity Lane and Collegiate Court; and 2526 and 2528 S. Anthony Blvd.:

CARRINGTON & ASSOCIATES: -------$4,924.00.

Aporoved.

Purchase Order No. 06756 issued to Carrington & Associates in the amount of $4,924.00.

22. Invitational Bids were received by the Street Engineering Department for installation of wingwalk at State and Goshen and alley approach off Cedar Street and 1030 and 1038 St. Joe Blvd.:

CARRINGTON & ASSOCIATES --------- $4,798.55

ROBERT J. HOUSER ---------- $5,045.70

Aoproved.

Purchase Order No. 06755 issued to Carrington & Associates in the amount of $4,798.55

23. Received Water Contract No. 7912 prepared and approved by the Water Engineering Department between the City of Fort Wayne Utility and A. O. Delagrange for Orchard Woods, Section "B" (Water Main).

Approved and ordered sent to Water Engineering Department for handling.

24. Received Estimate #1 of Summit City Wrecking, Inc. in the amount of $4,815.00 approved by the Street Engineering Department for Resolution No. 5834-79 for demolition of buildings at 1101, 1105, 1109 Wells Street (Wells St. Bridge).

Approved and ordered paid out of LRS Account #307.

25. Received Estimate No. 1 of L. W. Oailey, Inc. in the amount of $23,904.54 prepared and approved by the Street Engineering Department covering Resolution No. 5833-79 - Main Street reconstruction.

Approved and ordered Redevelopment Commission to pay invoice of L. W. Dailey, Inc. in the amount of $23,904.54.

26. Received invoice of O.M. Snyder & Associates in the amount of $2,400.00 for engineering services in connection with field inspections, etc. on repair of parking garage structure (INOIANA BANK BUILDING).

Approved.

Ordered the Parking Administrator to pay invoice from Account 32-B91-265.

27. Received "NOTICE OF WATER MAIN EXTENSION" for Contract #78-01 (Emergency Resolution No. 66-158-30) prepared by O. L. Foland, Water Engineering Department, for construction of water main on Hessen Cassel Road from Tillman Road southward to Linden Drive.

Approved.

Ordered sent to the Water Engineering Department for recording.

28. Received quotation from the Purchasing Agent for the proposed purchase of one (1) IBM 6/440 Information Processing System (this requisition is for the purchase of the equipment which has been on lease since June 1978 in accordance with letters and other documents) for the Water Engineering Department:

IBM CORPORATION ---------- $16,395.00

Approved.

The quotation of IBM Corp. was accepted under Purchase Order No. 001350 in the amount of $16,395.00.

Ordered sent to the Common Council on Tuesday, September 25, 1979 at 8:00 p.m.

29. Received Sewer Extension Agreement between A. D. Oelagrange Construction, Inc. and the City of Fort Wayne, Indiana, for the construction of sewers known as "ORCHARD WOOOS, SECTION "B" SANITARY SEWERS.

Aooroved. A true copy is incorporated herein.
Ordered sent to the Common Council on Tuesday, September 25, 1979 at 8:00 p.m.

30. A request was received from Tom Shell, 509 Charlotte Avenue, for permission to barricade Eade to Pleasant on Charlotte on Saturday, September 15, 1979 from 11:00 a.m. to 10:00 p.m. PURPOSE: Block party.

Aoproved and permit issued.

31. Received Acceptance Agreements on Project No. EPA - C 180538-01 Water Quality Control Project - as recommended by HNT & B (Steeg Division) and accepted by Hagerman-Shambaugh (joint bidders) on DIVISION I:

(a) One (1) 42" BIF Venturi tube primary effluent flowmeter Spec. Section D11-36, complete including indicator, transmitter, etc. (excepting electrical equipment that transmits data to a remote panel.)

(b) Three (3) Ramcon Automatic valve actuators, Spec. Section D11-41, item 4 (Chemical Feed Valves).

(c) One (1) 60" Venturi tube primary effluent flowmeter, Spec. Section D-11-36, complete including indicator, transmitter, etc. (excepting electrical equipment that transmits data to a remote panel.)

d) Two (2) Weinman Water Seal Pumps, Spec. Section D 11-57, item F Pumps are for water seal units for Storm Water Pumps.

Approved.

Warranty and guarantees established as follows:

(a) April 1, 1979
(b) June 1, 1979
(c) April 1, 1979
(d) June 27, 1979

32. Received invoice of CONRAIL (The Consolidated Rail Corporation) in the amount of $33,293.34 approved by the Street Engineering Department per agreement dated January 31, 1979 for Months from January, 1979 to August, 1979 for installations at Fernhill extended Fourth Street Branch M.P.2.1.

Approved and ordered paid from LRS Account No. 329.

33. Received Utility Agreements from Fort Wayne Water Utility, Fort Wayne Water Pollution Control Utility, Fort Wayne Electrical Engineering, General Telephone Company of Indiana, Northern Indiana Public Service Company and Indiana & Michigan Electirc Company permitting location of their facilities in the highway right-of-way of Project Nos. MG-F016 (3), Item #90471, MG-Fo16 (4), Item #90472, MG-F024 (2), Item 90473, N & W Railroad Crossings at Anthony Boulevard, Anthony Boulevard and Ardmore Avenue.

Approved.

Ordered sent to Street Engineering Department for distribution.

Meeting adjourned at 10:45 a.m.

Henry P. Wehrenberg

Ethel N. Lamar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Clerk

Wednesday, September 12, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
Ursula Miller

Received minutes of meeting held on Monday, September 10, 1979 at 10:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

7725 Bisque Court ---------- A. O. Delagrange
700 Broadway (St. Joe Hosp.-- Irmscher & Sons
1402 S. Clinton ------------ Dailey Asphalt
6D2D - 6024 Dichotomy Ct. --- A. O. Delagrange
4815 Executive Blvd. -------- Irmscher & Son
1807 Frenchmans Crossing ---- Frontier Homes
6904 - 6906 Old Decatur Rd. --Gene Keller
6910-6912 Old Decatur Rd. ----Gene Keller
6916-6918 Old Decatur Rd. ----Gene Keller
1D17 Pasadena Dr. ----------Ned Keener onst.
1200 Webster St. ------------Oailey Asphalt

4. Received street cut applications:

Approved and permits issued.

Dalevue / 6616 Baer Rd. -------NIPSCO
7D0 Davis ---C.U. Water Maint.
Franklin & Polk --- "
5101 Industrial Rd. ---Shambaugh & ons
4619 Karen ---C.U. Water Maint.
Lathrop 2104 ---NIPSCO
4515 L. Huntington Rd. ---C.U. Water Maint.
3322 Oakwood ---NIPSCO
412 W. Paulding (prkstrp) ---C.U. Water Maint.
1D14 E. Pontiac ---Hipskind Concrete & Asphalt
2520 Ridgeway (prkstrp) ---C.U. Water Maint
Sherman & Elmer --- "
7211 Snowfall Ct. ---NIPSCO
1220 Webster ---C.U. Water Maint.
(alley) E/ West Dr. N/Dodge ---I & M. Elec.
5629 Woodheath (prkstrp) ---C.U. Water Maint
1210 Orchard ---NIPSCO
600 Cockren N/W corner --- "
2416 John --- "
4219 S. Harrison --- "
308 W. Superior --- "
536 E. Leith (prkstrp) --- "
2918 Weisser Park (prkstrp) --- "
5212 Riviera (prkstrp) --- "
2211 Reidmiller --- "

5. RECEIVE BIDS:

Concrete Wall Repair Resolution No. 5852-79 for repairing the deteriorated concrete retaining wall along the west side of St. Joe Boulevard from Columbia Street Bridge north to McDougal Avenue (4850 L.F. ±) with reinforced Gunite and 100% coverage on exposed surface with 1/2" Gunite Flashcoat, sealed with epoxy sealer:

JOHN DEHNER, INC. ---------- $94,963.50

INDIANA CONST. CORP. -------- $88,800.00

INDIANA GUNITE & CONST. CO. - $52,710.00

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, September 17, 1979 at 9 a.m.

6. RECEIVE BIDS:

Water Main Improvement Resolution No. 1016-79 for the construction of a system of water mains in and along Sharon Drive from an existing six (6") inch water main on Sharon Drive North to Ludwig Road; then on Ludwig Road from Sharon Drive East to an existing twelve (12") inch water main on Ludwig Road at Rodenbeck Drive:

Referred to the Water Engineering Department for tabulation and report.

Award contract on Monday, September 17, 1979 at 9a.m.

	BASE BID:	ALT. BID:
BERCOT, INC. ----------	$54,047.30	$36,487.00
L. W. DAILEY, INC. -------	59,833.85	38,982.65
T - G EXCAVATING, INC. ----	61,732.34	41,712.68

7. Received L. S. Ayres - Downtown - request for permission to barricade alley at Barr Street (block off one-half of the way down towards Clinton Street). Alley is between E. Wayne and Berry Street on September 10 to September 14, 1979 from 7:30 a.m. to 6:00 p.m.
PURPOSE: Moving light fixtures, etc.

Approved and permit issued.

8. Received a request from Ray McGuire, I & M. Elec. Co., 2101 Spy Run Avenue, for permission to barricade Calhoun Street - North of Jefferson, the west lane to the alley on September 12 thru September 26, 1979 at all times.
PURPOSE: Civic Center Renewal Project.

Approved and permit issued.

9. Received a request from N & W Railroad, P.O. Box 1215, for permission to barricade Nuttman Avenue and Brooklyn Avenue Railroad crossings on Wednesday, September 12, 1979 for a period of one hour sometime between 8:00 a.m. and 6:00 p.m.
PURPOSE: Tear down a jointed rail and replace with a welded rail with cold patch with full asphalt restoration at later date.

Approved and permit issued.

10.	Received a request from Judy Kalb, 3720 Mulberry Road, for permission to barricade South Washington to Hawthorne on North Washington on Sunday, September 16, 1979 from Noon until 8:00 p.m. PURPOSE: Block party.	Approved and permit issued.
11.	Received a request from Mary Gunderson, 1324 Springbrook, for permission to barricade the 1300 block of Springbrook to 6900 block of Peartree on Sunday, September 16, 1979 from 11:00 a.m. to 10:00 p.m. PURPOSE: Block party.	Approved and permit issued.
12.	Received request from Attorney Michael H. Kast to release lien which was never perfected and which was placed by former Minimum Housing Deoartment, formerly a sub-department of the Board of Public Works, on Lot 58 in Southdale Park Addition to City of Fort Wayne, Indiana, commonly known as 1515 Southdale Drive.	Released.
13.	Received a petition for the installation of street lighting on 2001 Ontario Circle to 2074 Ontario Circle.	Approved. B.O. 137-79. Ordered the Street Lighting Engineering Department to investigate and report.
14.	Received a petition for the installation of street lighting on 4000 block to 4300 block of Central Drive.	Approved. B.O. 136-79. Ordered the Street Lighting Engineering Department to investigate and report.
15.	Received quotation from the Purchasing Agent for the proposed lease of one IBM 3742 Data Entry Station with feature Group A for the Data Processing Department. IBM CORPORATION ----------$231.00/month (2 yr. term)	The quotation of IBM Corp. was accepted under Purchase Order No. 001352. (Total: $2,772.00)
16.	Received invoice #1 of Moellering Construction Co., Inc. in the amount of $8,758.35 prepared and approved by the Street Engineering Department covering Resolution No. 5847-79 - Resurfacing 6th District.	Approved and ordered paid from 1979 Resurfacing Funds Account No. 402-134-4004-4[illegible]
17.	Received invoice #1 of Moellering Construction Company, Inc. in the amount of $6,480.00 prepared and approved by the Street Engineering Department covering Resolution No. 5845-79 - Resurfacing 5th District.	Approved and ordered paid from 1979 Resurfacing Funds Account No. 402-134-4004-4[illegible]
18.	Received petition for the installation of a water main to serve oroperties in Ludwig Park Addition.	Approved. Ordered Water Engineering Department to investigate and report. Board Order No. 138-79.

19. Received ESCROW AGREEMENT between Indiana Bank & Trust Company and L. W. Dailey, Inc. covered by Resolution No. 5833-79 for Main Street.	Approved.
20. Received Waiver of Right to have ESCROW FUNDS deposited in interest bearing account by Rieth-Riley Const. Co. for Resolution No. 5831-79 Hobson - Lake Intersection.	Approved.
21. Received Waiver of Right to have ESCROW FUNDS deposited in interest bearing account by L. W. Dailey, Inc. for Resolution No. 5827-79 Nebraska, W. Central - NW Central.	Approved.
22. Received Waiver of Right to have ESCROW FUNDS deposited in interest bearing account by L. W. Dailey, Inc. for Resolution No. 5828-79 Hanna - Creighton Avenue area.	Approved.
23. Received Waiver of Right to have ESCROW FUNDS deposited in interest bearing account by BROOKS CONST. CO. for Resolution No. 5840-79 - Resurfacing eleven streets.	Approved.
24. Received Waiver of Right to have ESCROW FUNDS deposited in interest bearing account by BROOKS CONST. CO. for Resolution No. 5841-79 - Resurfacing six streets.	Aporoved.
25. Received quotations from the Purchasing Agent for the proposed purchase of ten leaf receiver boxes for the Street Department: FOR ALTERNATE "C": RIES EQUIPMENT CO. -------$14,500.00 DEEDS EQUIPMENT CO. ------$16,875.00 SEASTROM, INC. ----------$11,500.00	Approved. The bid of Seastrom, Inc. was accepted under Purchase Order No. 4-06937 in the amount of $11,500.00. Ordered sent to the Common Council on Tuesday, September 25, 1979 at 8:00 p.m.
26. Received a request from Park Department, City-County Bldg. for permission to barricade Johnny Appleseed Drive from Parnell to Coliseum Blvd. on Friday, September 21, 1979 thru Sunday, September 23, 1979 from 10:00 a.m. thru 10:00 o.m. PURPOSE: Johnny Appleseed Festival.	Approved and permit issued.
27. Received a request from Bill Phillips (State Street Merchants) 2726 Northside Drive, for permission to barricade one-half block north of State Street to the alley and sidewalks on State Street between Florida and Kentucky on Saturday, September 29, 1979 and Sunday, September 30, 1979 from 9:00 a.m. till dusk. PURPOSE: Sidewalk Sale and Flea Market.	Approved and permit issued.

28. Received Sewer Extension Agreement by and between the NORTHWEST ALLEN COUNTY SCHOOLS and the City for the construction of a sanitary sewer to serve area of Carroll Road and Bethel Road.

Approved. A true copy is incorporated herein. Ordered sent to the Common Council on September 25, 197[illegible] at 8:00 p.m.

29. Received a request from Holy Trinity Greek Orthodox Church (Rev. James A. Doukas) 5420 So. Anthony Blvd., for permission to hold a parade on Saturday, October 6, 1979 from 9:00 a.m. Rothe to be traveled: Thru Foster Park (had originally requested permit to go thru bike route but due to small children they would like to have it say in the park).
PURPOSE: Bike-a-thon for Cooley's Anemia.

Approved and permit issued.

30. Received Special Sewer Permit for Northwest Allen County Schools prepared and approved by the Water Pollution Control Engineering to construct Carroll High School Sanitary Sewer. 100% Maintenance Bond is to be furnished when contractor, Land Excavating, Inc., files Comoletion Affidavit.

Approved and Special Sewer Permit issued.

Meeting adjourned at 10:50 a.m.

Henry P. Helmke

Edward W. Lama

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Monday, September 17, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

Aporoved and permits issued.

919 Fairfield ---------- St.Pauls Church---R. Houser
5724 Inland ----------A. D. Delagrange
5730 Inland ----------A. D. Delagrange
1703 Loughness --- Kirk Scheeler
5711 Sandra Lee --- Graf Const. Co.
5817 Sandra Lee --- Graf Const. Co.
7815 Tendall Ct. --- A. D. Delagrange
4034 N. Washington Rd. --- Kirk Scheeler

4. Received driveway apolication:

Approved and permits issued.

7910 So. Anthony ---------- Brooks Const. Co.

5. AWARD CONTRACT:

Received tabulation and recommendation orepared by the Water Engineering Department for Water Resolution No. 1016-79 for the construction of Ludwig Road Water Main Extension.

Award contract to Bercot, Inc. at and for their bid in the amount of $54,047.30 subject to councilmanic approval.

Ordered the Water Engineering Department to prepare contract.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Deoartment for Concrete Wall Repair Resolution No. 5852-79 for repairing the deteriorated concrete retaining wall along the west side of St. Joe Blvd. from Columbia Street Bridge north to McDougal Avenue with reinforced Gunite and 100% coverage on exposed surface with 1/2" Gunite Flashcoat, sealed with epoxy sealer.

Award contract to Indiana Gunite & Const. Co. at and for their bid in the amount of $52,710.00 subject to councilmanic approval.

Ordered the Street Engienering Department to prepare contract.

7.	Received a request from Mrs. Ross Adair, 813 Three Rivers North for permission to hood meters on north side of the 400 block Berry Street from Fairfield to Ewing (across from Scottish Rite) on Wednesday, October 17, 1979 at all times till 2:30 p.m. PURPOSE: Parking for dignitaries attending Prayer Breakfast.	Approved and permit issued.
8.	Received a request from Lincoln National Bank (G. Richard Gatton) 116 E. Berry Street for permission to barricade Main Street from Harrison to Lafayette on Sunday, October 21, 1979 from 1:30 p.m. to 2:15 p.m. PURPOSE: Lincoln 10,000 Meter Run.	Approved and permit issued.
9.	Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Account write-offs as per list submitted: Water: $4,748.30 and Sewer: $3,089.57.	Approved.
10.	Received contract, guaranty and liability bonds of T & G Excavating, Inc. in the amount the $299,904.25 prepared by the Water Pollution Control Engineering Department signed by Fidelity and Deposit Company of Maryland for Sewer Resolution No. 307-79 Ranchwood Sanitary Sewer, Phase I.	Approved. Ordered sent to the Common Council on Tuesday, September 25, 1979 at 8:00 p.m.
11.	Received contract, guaranty and liability bonds of Dailey ASphalt Products Co., Inc. in the amount of $319,634.00 prepared by the Street Engineering Department signed by St. Paul Fire & Marine Insurance Company for Resolution No. 5849-79 Resurfacing Oxford, Main and Bluffton Road areas.	Approved. Ordered sent to the Common Council on Tuesday, September 25, 1979 at 8:00 p.m.
12.	Received contract, guaranty and liability bonds of L. W. Dailey, Inc. in the amount of $44,940.00 prepared by the Street Engineering Department signed St. Paul Fire & Marine Insurance Company for Resolution No. 5842-79 for Edgehill Ave., Westbrook Drive and Jacobs Avenue.	Approved. Ordered sent to the Common Council on Tuesday, September 25, 1979 at 8:00 p.m.
13.	Received contract, guaranty and liability bonds of Dailey Asphalt Products Co., Inc. in the amount $241,838.00 prepared by the Street Engineering Departemnt signed by St. Paul Fire & Marine Insurance Company for Resolution No. 5850-79 for resurfacing Clinton, Calhoun, Spy Run Extended and Wayne Street areas.	Approved. Ordered sent to the Common Council on Tuesday, September 25, 1979 at 8:00 p.m.
14.	Received contract, guaranty and liability bonds of Fen-Guard, Inc. in the amount of $16,582.50 prepared by the Street Engineering epartment signed by The American Insurance Company for Resolution No. 5848-79 for improving safety conditions in the 5700 block of Industrial Road.	Approved. Ordered sent to the Common Council on Tuesday, September 25, 1979 at 8:00 p.m.

15. Received Change Order No. 1 in the amount of $115,075.43 for T & F Construction Co., Inc. prepared by the Street Lighting Engineering Department covering work performed on Street Lighting Resolution No. 125-77 - Central Business District Street Lighting and Traffic Signalization.	Approved. Ordered sent to the Common Council on Tuesday, September 25, 1979 at 8:00 p.m.
16. Received invoice of Dailey Asphalt Products Company in the amount of $12,168.83 approved by the Street Engineering Department covered by Resolution No. 5756-77 - Resurfacing in First District - Division Street.	Approved and ordered paid from Encumbered Funds Acct. 431.
17. Received invoice #2 of Biggs Electrical Construction, Inc. in the amount of $40,384.00 approved by the Street Engineering Department covering work on Sherman and High Street Traffic Signal.	Approved and ordered paid from LRS Account #330.
18. Received invoice of Materials Inspection & Testing, Inc. in the amount of $1,300.00 approved by the Street Engineering Department covering 1979 Resurfacing Program - MIT Viscosity Tests.	Approved and ordered paid from 1979 Revenue Sharing Funds Acct. 402-134-480-4004.
19. Received invoice #3 of Hipskind Concrete Corp. in the amount of $22,635.13 approved by the Street Engineering Department covering Resolution No. 5829-79 - Oxford Phase IV.	Approved and ordered paid by Community Development and Planning.
20. Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of John Hartman Construction Company in the amount of $61,900 signed by American States Insurance Company for Songwood Section I Sanitary Sewer.	Approved. Ordered acceptance letter written.
21. Received insoection report from the Water Engineering Department and completion affidavit of North Eastern Construction Co., Inc. with guaranty bond in the amount of $8,462.50 signed by American State Insurance Company for Shordon Estates, Section IV Water Main - Phase I.	Approved. Ordered acceptance letter written.
22. Received Water Contract No. 7913 between FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, and Brotherhood Mutual Insurance Company for the construction of Water main to serve Brotherhood Way.	Approved. Ordered sent to the Water Engineering Department for handling.
23. Received petition for the installation of storm sewers in Liberty Gardens Addition (Liberty Drive) from Lower Huntington Road to Bluffton Road.	Approved. Ordered the Water Pollution Control Engineering Department to investigate and report. Board Order No. 141-79.
24. Received petition for the installation of street lighting on Baer Road (7207 to 7221).	Approved. Ordered Street Lighting Engineering Department to investigate and report. Board Order No. 140-79.

25. A request was made by Frank Briscoe Company (Dennis Busniak), 130 East Wayne Street, for permission to barricade north lane of Washington, between Clinton and Calhoun on Tuesday, September 18, 1979 from 7:00 a.m. to 3:00 p.m.
PURPOSE: Pour concrete.

Approved and permit issued

26. Received a request from Paul Spaulding, 1601 California Avenue, for permission to barricade Vermont between Crescent and California on Saturday, September 22, 1979 from 3:00 p.m. to 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued

27. Received a request from Bloomingdale PTA,624 Fifth Street, for permission to barricade Second Street between Meridian and Orchard Streets on Monday, September 24, 1979 from 6:30 p.m. to 9:00 p.m.
PURPOSE: Ice cream social with "Sweet Adelines" performing.

Approved and permit issued

Meeting adjourned at 10:50 a.m.

Henry P. Schmidt

Edward W. Pamas

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Wednesday, September 19, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar,
M. G Scott
Ursula Miller

Received Minutes of Meetings held on Wednesday, Seotember 12, 1979 at 9 a.m. and Monday, September 17, 1979 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

5730 Inland Trail ---------- A. D. Delagrange
7707 Bisque Court ---------- Solar First Bldrs.
5724 Inland Trail ---------- A. D. Delagrange
5220 Nevada ---------- A. D. Delagrange
7B15 Tendall Ct. ---------- A. D. Delagrange
521- Nevada ---------- A. D. Delagrange
6503 Orchard Lane ---------- Affordable Homes
2716 Prairie Grove --------- Affordable Homes
250B Emerson ---------- Parliment Homes
4111 Parnell (access)------ Weigand Const. Co.

4. Received private sidewalk applications:

Approved and permits issued.

7707 Bisque Court ---------James Zank
2611 Holton ----------Philip Mallane

5. Received recommendation of Chief Water Engineer and City Engineer to approve revised "Water Main and Water Service Materials Standards" and "Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains" for Fort Wayne Water Utility which shall supersede and replace those previously approved.

Approved.

A true copy is incorporated herein of each revision.

6. Received petition for the installation of street lighting on Old Maysville Road and Caribe Colony.

Approved.

Ordered Street Lighting Engr. Department to investigate and report.

Board Order No. 145-79.

7. Received Special Sewer Permit for Affordable Homes by John Pelkington, Inc. prepared and aporoved by the Water Pollution Control Engineering Department and Performance Bond of Porter Construction, Inc. to construct storm sewer known as Seneca Hills, Section III.

Approved and permit issued.

Board Order No. 142-79.

8. Received Special Sewer Permit for Affordable Homes by John Pelkington, Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Porter Construction, Inc. to construct sanitary sewer to serve Seneca Hills, Section III.

Approved and permit issued.

Board Order No. 143-79.

9. Received Special Sewer Permit for A. D. Delagrange Const., Inc. prepared and approved by the Water Engineering to construct a sanitary sewer to serve Orchard Woods, Section "B". 25% of value of work ($31,619.00) Maintenance Bond is to be furnished at the time the contractor files his Completion Affidavit.

Approved and permit issued.

Board Order No. 144-79.

10. Received invoice of Fab-Weld, Inc. in the amount of $723.00 prepared and approved by the Street Engineering Department covering material used in the repair of the Mchanic Street Footbridge -

Approved and ordered paid from Account 3652 (P.O. 06689).

11. Received invoice #13 of Soears-Dehner, Inc. in the amount of $287,836.07 approved by the Street Engineering Department covered by Resolution NO. 5797-78 - JEFFERSON - MAUMEE - WASHINGTON STREETS PROJECT.

Approved and ordered City Controller to pay $287,836.07 from LRS Account.

Also, ordered $31,981.78 paid to Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company.

12. RESOLUTION NO. 68-64-12

Approved.

WHEREAS, Wayne Metal Protection Company, Inc. has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley in Fort Wayne, Allen County, to-wit:

An existing alley 18 feet in width and 133 feet in length, located west of Dubois Street, south of Pennsylvania Street and east of the alleyway between Wabash Avenue and DuBois Street in the City of Fort Wayne, Indiana, as opened by Dedication dated Aoril 5, 1932, recorded July 23, 1934 in Miscellaneous Record 90 oage 385.

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 18-7-5-46;.

13. Received a request from Tamra Dyer, Junior League of Fort Wayne, 8805 Fortuna Way, for permission to barricade Hillcrest School - Hanna from U.S. 27 to Tillman Road on Sunday, October 14, 1979 from 1:00 p.m. to Tillman Road.
PURPOSE: Family run for health for the Harold W. McMillen Center for health education.

Approved and permit issued.

Meeting adjourned at 11:00 a.m.

Henry J. Wehrenberg

Edward D. Lahman

Mary J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Thursday, September 20, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar,
M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Alley Resolution No. 5726-76 for the improvement of the alley between Emerson Avenue and Spring Street from the east property line of Steup Avenue to the west property line of Tyler Avenue by draining, curbing, grading and paving the alley to a uniform width of ten feet with 7" plain concrete.

The Board determined the benefits as indicated.

Ordered Street Engineering Department to prepare Final Assessment Roll.

Meeting adjourned at 3:45 p.m.

Henry P. Wehrenberg
E. H. LaMar
M. G Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Monday, September 24, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar,
M. G Scott
Ursula Miller

Received minutes of meetings held on Wednesday, September 19, 1979 at 9 a.m. and Thursday, September 20, 1979 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

2611 Holton Ave ---------- Philip Mallane
1927 Lynn ---------- Clayton White
2449 Randall Rd. ---------- James Lepper
4108 Sherton Drive -------- Zumbrum Const.
1915 St. Joe Center Rd. --- R. D. Witmer

4. Received private sidewalk applications: — Approved and permits issued.

700 Calhoun ----------Ind. Const. Co.
1927 Lynn ----------Clayton T. White
2711 Knoll Dr. --------J. P. Martin

5. Received street cut applications: — Approved and permits issued.

7910 S. Anthony ----------(prkstrp)--Brooks Const.
Branning & Old Mill Rd. ----(prkstrp)---C.U. Water Maint.
2217 Butler Rd. ----------NIPSCO
Calhoun & Columbia ----------C.U. Water Maint.
E. /California Rd. & Parnell ----------I & M. Elec. Co.
1312 Charlotte ---NIPSCO
2632 Covington Club Ct. ---C.U. Water Maint.
2211 Dale Dr. ---NIPSCO
3217 Dania Ct. ---C.U. Water Maint.
4422 Dodge ---NIPSCO
2017 Drexel (prkstrp) ---C.U. Water Maint.
3640 Elmhurst (prkstrp) --- "
510 W. Washington ---Bercot & Gibson
2100 Forest Park Blvd. (prkstrp) ---C.U. Water Maint.
1831 Fourth --- "
1840 Gruber (prkstrp) --- "
1905 S. Harrison (prkstrp) --- "
Holton & Baxter (prkstrp) --- "
2416 John (alley) ---Troy Wilson
5428 Lake ---NIPSCO
1440 E. Lewis (alley) --- "
1726 Lough Nest --- "
1018 N. Washington Rd. (prkstrp) --- "
6517 Old Trail Rd. --- "
3120 Oliver ---

1648 Olladale	---	NIPSCO
1100 Production Rd. (2)	---	Shambaugh & Son, Inc.
Rivermet (alley)	---	NIPSCO
3702 Rodgers	---	"
312 W. Superior (prkstrp)	---	C.U. Water Maint
308 W. Superior	---	NIPSCO
4301 Taylor	---	"
2925 Tillman	---	"
1225 Vance	---	C.U. Water Maint.
2908 Vance	---	"
618 W. Washington (alley)	---	NIPSCO
719 Washington Center Rd.	---	C.U. Water Maint.
718 Washington Center Rd.	---	"
3229 Wendover (prkstrp)	---	"
3228 WEndover (prkstrp)	---	"
1302 W. Foster Pk. Way	---	NIPSCO
3003 White Oak	---	C.U. Water Maint.
2716 White Oak (prksrtp)	---	"
1113 E. Wayne	---	NIPSCO
1217 Fletcher	---	"
1312 Hoagland	---	"
1122 S. Hanna	---	"
1133 Rivermet	---	"
3802 S. Lafayette	---	"
900 Tecumseh	---	"
1162 Grant	---	"
1211 Progress Rd.	---	"
2326 Indiana Village	---	"
3415 Smith	---	"
815 Putman	---	"
2211 Dale	---	"
1921 E. Rudisill	---	"
806 S. Barr	---	"
3120 Oliver	---	"
4301 Taylor	---	"
806 S. Barr	---	"
3120 Oliver	---	"
4301 Taylor	---	"
4512Standish	---	"

1305 Boone (prkstrp)	---	C.U. Water Maint.
1000 S. Calhoun	---	"
600 E. Coliseum	---	"
3228 Crescent (prkstrp)	---	"
704 W. Dewald	---	"
3319 Eastway (prkstrp)	---	"
1905 Fairfax	---	NIPSCO
5th W/Wells	---	C.U. Water Maint.
Foster Parkway & Old Mill Rd. (prkstrp)	-	"
632 W. Fourth	---	"
2717 Gay	---	NIPSCO
2429 Hillock Ct. (prkstrp)	---	C.U. Water Maint.
902 Kenwood (prkstrp)	---	"
4505 L. Huntington Rd. (prkstrp)	---	"
1919 Maumee /Grant Ave.	---	"
7004 Mowhawa Dr.	---	NIPSCO
Sdw. S/Pearl & E/Ewing	---	I & M Elec.
4752 Trier on Reed Rd.	---	NIPSCO
Sheridan Ct. & Old Mill Rd. (prkstrp)	---	C.U. Water Maint.
Short Street and extending west in alley at rear of 609 Putnam	---	NIPSCO
3325 Smith St. (prkstro)	---	C.U. Water Maint.
535 E. State	---	"
(alley) 710 W. Superior	---	NIPSCO
2411 Tillman Rd.	---	"
2400 Tyler (prkstrp)	----	.U. Water Maint.
5008 S. Webster	---	NIPSCO
Wolverton & Rodenbeck at intersec.	---	"
3128 Bowser (prkstrp)	---	"
3620 S. Clinton (prkstrp)	---	"
1029 E. Wayne (alley)	---	"
1709 California (alley)	---	"
McArthur S/Ideal Ave.	----	"
900 Elmer & Sherman intersec.	---	"
3939 S. Clinton	---	"
1331 E. Lewis	---	"
1808 Cortland	---	"
2107 Gay	---	"
216 W. Woodland (alley)	---	"

6. Received invoice #1 of Dailey Asphalt Products Company in the amount of $140,125.51 approved by the Street Engineering Department for Resolution No. 5817-78 - Calhoun Street Resurfacing.	Approved and ordrerd paid from encumbered resurfacing funds.: $ 11,962.82 from #402-129-129-9265 $128,162.69 from #402-380-380-4001.
7. Received invoice from Materials Inspection & Testing, Inc. in the amount of $2,550.00 approved by the Street Engineering Department for M.I.T. Marshall Verification Tests for 1979 Resurfacing Program.	Approved and ordered paid from Revenue Sharing Funds Account 402-134-450-4200.
8. Received invoice #2 of Rieth-Riely Const. Co.. Inc. in the amount $48,691.26 approved by the Street Engineering Department covering work on Resolution No. 5831-79 - Hobson Road - Lake Avenue Intersection.	Approved and ordered paid from ARS Account #333.
9. Received invoice #2 of HIpskind Asphalt Corporation in the amount of $50,614.70 approved by the Street Engineering Department covering work on Resolution No. 5826-79 - Bluffton Road and Old Trail Road Intersection.	Approved and ordered paid from Account #310.
10. Received invoice No, 3 of Dailey Asphalt Products Company in the amount of $51,059.63 approved by the Street Engineering Department covering work on Resolution No. 5816-78.	Approved and ordered paid from Street Bond Account.
11. Received invoice from Carrington & Associates in the amount of $3,673.02 approved by the Street Engineering Department per miscellaneous invitational bids for Barnhart, Ridgewood and Clinton and Plaza Drive.	Approved and ordered paid with Purchase Order No. 4-06695.
12. Received invoice from Carrington & Associates, Inc. in the amount of $1,645.00 approved by the Street Engineering Department per emergency alley restoration - first alley east of Fairfield Avenue and North of Pasadena.	Aporoved and ordered paid with Purchase Order No. 4-06717.
13. Received invoice of Northwestern Industrial Contractors in the amount of $4,995.00 approved by the Street Engineering Department Mechanic Street Footbridge.	Approved and ordered paid with Purchase Order No. 4-03652.
14. Received invoice #3 Soears-Dehner, Inc. in the amount of $115,515.29 approved by the Street Engineering Department covering work on Resolution NO. 5835-79 - Fernhill Avenue.	Approved and ordered City Controller to pay invoice of Spears-Oehner, Inc. in the amount of $115,515.29. Also ordered the amount of $12,835.03 paid to Spears-Oehner, Inc. Escrow Account at Lincoln National Bank & Trust Company. Payments are to be made from the LRS Account.
15. Received plat of Woodmont Oakes submitted and approved by the City Plan Commission.	Approved.

16. Received a petition for the installation of sidewalk at corner of Hanna and Douglas Streets (New Bethel Baptist Church).

Approved. Ordered Street Engineering Department to investigate and report.

Board Order No. 147-79.

17. RESOLUTION No. 68-70-17

WHEREAS, Gustav Steiss petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street in Fort Wayne, Allen County, to-wit:

LINDEN AVENUE from the west property line of Steiss Drive to its northwestern terminus.

Approved.

18. Received Special Sewer Permit for Keller Const. Co., prepared and approved by the Water Pollution Control Engineering Department for sanitary sewer to serve Butz Subdivision, Lots 80-82.

Approved and permit issued.

Board Order No- 148-79.

19. Received Water Contract No. 7916 between Crown Builders, Inc. and the Fort Wayne Water Utility prepared by the Water Engineering Department for the construction of water main system to serve Slocum Place, Section I.

Approved.

Ordered sent to the Water Engineering Department for handling.

20. Received invoice of Wheatridge Investors, Inc. in the amount of $18,897.35 approved by the Water Pollution Control Engineering Department for Wheatridge, Section I Off-site Sanitary Sewer oversizing per Sewer Extension Agreement.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

21. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Bercot, Inc. with Maintenance Bond in the amount of $24,063.00 signed by The Western Casualty and Surety Company for WHEATRIDGE, SECTION I, Off-site Sanitary Sewer.

Approved.

Ordered acceptance letter written.

22. A request was received from Lenzy Noel, 2301 Lillie, for permission to barricade Clay between Douglas and Lewis on September 22, 1979 from 4:00 p.m. to 8:00 p.m.
PURPOSE: Carnival and raffle.

Approved and permit issued.

23. A request was received from Harold Connell, Detective Bureau - 2nd shift - for permission to barricade North Side High School at North Side Drive parking lot on Friday, September 21, 1979 from 1:00 p.m. to 10:00 p.m.
PURPOSE: Block street for football game per traffic problem.

Approved and permit issued.

Meeting adjourned at 10:35 a.m.

24. A request was received from N & W Railroad, P.O. Box 1215, for permission to barricade Brooklyn Avenue Railroad Crossing at 9:00 a.m. for one hour and Nuttman Avenue railroad crossing at 2:00 p.m. for one hour.
PURPOSE: Replace timbers in railroad crossing.

Approved and permit issued.

Meeting adjourned at 10:35 a.m.

Henry J. Nebel

Edward J. Lewis

Mary A. Yu

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Tuesday, September 25, 1979

Department of Public Works
Office of the Board
Room 910, City County Building
Special meeting held at 3:15 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar
Ursula Miller

1. Pursuant to the City Controller receiving bids for the Civic Center Parking Garage Revenue Bond Issue it appeared that Dean F. Cutshall was the apparent low bidder at the interest rate of 6.625% and that the second lowest bidder was Summers & Company at the interest rate of 7.16001%.

   Prior to the award, Dean F. Cutshall withdrew his bid and Summers & Company were notified that they were the apparent low bidder.

   On the advice of bond counsel, Ethel H. LaMar moved that the Board of Public Works authorize the City Controller to accept the bid of Summers & Company, subject to the concurrence of Dean F. Cutshall.

   Seconded by Henry P. Wehrenberg.

   Approved.

   Consent signed by Dean F. Cutshall.

2. Received the withdrawal of bid of Dean F. Cutshall for Civic Center Parking Garage Revenue Bond Issue.

   A true copy is incorporated herein.

Meeting adjourned at 3:30 p.m.

Henry P. Wehrenberg
Ethel H. LaMar
Mary G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Wednesday, September 26, 1979

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar, M. G Scott
Ursula Miller

Received Minutes of Meetings held on Monday, September 24, 1979 at 9 a.m. and Tuesday, September 25, 1979 at 3:15 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance

3. Received street cut applications:

Approved and permits issued.

Coliseum & Pontiac (prkstrp)----------	C.U. Water Maint.
900 blk. Elmer	---
6203 Fairfield (prkstrp)	---
911 Francis	---
3401 Hoagland (prkstrp)	---
1143 Hugh	---
Irene & Clifton Hills (prkstrp)	---
McArthur S/intersec. Ideal Ave.	---
6503 Orchard (prkstrp)	---
2039 W. Packard /Alpine SW of Packard- Schick, E. Berry & Hanover	---
5005 Speedway Dr.	---
2210 Twenty-fourth (prkstrp)	---
218 E. Williams (prkstrp)	---
2300 block Winch	---
900 Webster .W. Wayne	---
1616 N. Harrison	---

4. Received private sidewalk application:

Approved and permit issued.

2217 Fairfield ----------Al Miller

5. Received driveway application:

Approved and permits issued.

5326 Illinois Rd. ----------Harold McComb
1629 No. Highlands Blvd. ----------Ft. Wayne Const. Trades

6. RECEIVE BIDS:

Referred proposals to the Street Engineering Department.

Improvement Resolution No. 5853-79 for demolishing all buildings and structures located at 424 W. Superior Street and site clearance.

No bids were received by 9:00 a.m.

(Both contractors had filed their bids with the County Auditor at 8:55 a.m.)

Inasmuch as Engineer's estimate was less than $5,000 Board considered the sealed bids as negotiated bids as follows:
PRIMCO, INC. ----------$2,775.00
SUMMIT CITY WRECKING, INC.----$5,006.00

7. AWARD CONTRACT: Received tabulation and report from Martindale, Tourney, Gibson, Inc. on Declaratory Resolution No. 67-189-14, CIVIC CENTER PARKING GARAGE CONSTRUCTION - CCPG, Block III.	Continued to Friday, October 5, 1979 at 3:00 p.m.
8. A request was received from Martin, Inc. 4315 Meyer Road, for permission to barricade the 1000 block of S. Calhoun west lane from Washington to the alley on September 22, 1979 from 7:00 a.m. to 6:00 p.m. PURPOSE: Move Peoples Trust Bank Data Center.	Approved and permit issued.
9. Received a request from Jeff and Marge Faahf, 1326 W. Wildwood, for permission to barricade block in front of residence and that half of block up to the alley from 7:00 a.m. to Noon. PURPOSE: Moving van for family moving.	Approved and permit issued.
10. Received a request from L. W. Dailey, Inc., 1034 Oakland, for permission to barricade Soy Run Extended - from east property line of Clinton Street to the west property line of Parnell Avenue on Monday, September 24 and Tuesday, September 25, 1979 continuously for two days. PURPOSE: For pumping concrete under street.	Approved and permit issued.
11. Received a request from the Prepakt Concrete Co., 3965 W. 25th Street, Cleveland, Ohio, (G. O. Bargamann, Jr.) for permission to barricade Washington Street north side on September 24, 1979 for 24 hours per day for approximately one month. PURPOSE: Concrete repairs to City Garage above sidewalk.	Approved and permit issued.
12. A request was received from Allen County Election Board (Patricia Conrad), Room 200A Courthouse, for permission to barricade Court Street on Saturday, November 3, 1979 all day. PURPOSE: Issuing supplies to inspectors for the November 6th City Election.	Approved and permit issued.
13. Received a request from General Telephone Company, 525 Tecumseh Street, for permission to barricade Calhoun Street between Washington and Jefferson - the northbound lane on the east side of the street on Monday, September 24, 1979 from 7:30 a.m. to 4:00 p.m. PURPOSE: Cut off cables for buildings being torn down for Redevelopment Commission.	Approved and permit issued.
14. Received plat of Versailles Village submitted and approved by the City Plan Commission. (REVISED from July 2, 1979 to September 26, 1979).	Approved.

15. Received recommendation from the Street Engineering Department in regard to invitational bids received for guard rail - North Clinton (North of St. Joe Center Road). Bids were as follows:

ARROW FENCE COMPANY, INC. --------$4,965.00

FEN-GUARD CORP. ----------$4,977.50

Approved bid of Arrow Fence Company, Inc.

Ordered Purchase Order No. 06786 issued in the amount of $4,965.00.

16. Received invoice of Moellering Construction Company, Inc. in the amount of $14,520.21 approved by the Street Engineering Department covering Resolution No. 5819-78 - Ewing and Runnion Avenue Resurfacing.

Approved and ordered paid from Account 29-881-265.

17. Received invoice of Heavy Construction, Inc. in the amount of $4,965.00 approved by the Street Engineering Department covering Resolution No. 5837-79 - Mechanic Street Bridge. (WELDING).

Approved and ordered paid from 402-345-345-4713. (P.O. 4-06735).

18. Received invoice of Heavy Construction, Inc. in the amount of $4,980.00 approved by the Street Engineering Department covering - Mechanic Street Bridge. (PAINTING).

Approved and ordered paid from 402-345-345-4713. (P.O. 4-06736).

19. Received invoice #2 of L. W. Dailey, Inc. in the amount of $44,500.10 approved by the Street Engineering Department covering Resolution NO. 5827-79 - West Central Phase IV.

Approved and ordered paid by Community Development and Planning.

Void THIS ENTRY.

20. Received invoice #5 of Carrington & Associates, Inc. in the amount of $18,665.37 approved by the Street Engineering Department covering Resolution No. 5812-78 - Oxford Impact Area III.

Approved and ordered paid by Community Development and Planning.

21. Received Grant of Right-of-Way from City of Fort Wayne, Deoartment of Redevelopment to City of Fort Wayne of South 22 feet of:

1. Lot 7 of Subdiv. 77 & 78 of Original Plat.
2. E. 20 ft. of Lot 79 of Original Plat.
3. Part of Lot 78 of Original Plat.
4. W.40 ft. of Lot 79 of Original Plat.
5. Lots 542, 543 and 544 in Hanna's Addition for widening of Main Street, Calhoun and Harrison Streets. (Resolution No. 5833-79).

Approved.

A true copy is incorporated here

22. Received Special Street Permit prepared and approved by the Street Engineering Department for Mid-America Corp. to construct Ridgemoor Drive for Stone Point Village, Phase I.

Approved.

23. Received Soecial Street Permit prepared and aporoved by the Street Engineering Department for Mid-America Corp. to construct Cedar Glen Drive for Stone Point Village, Phase I.

Approved.

24. Received Contract, Guaranty and Liability Bonds of Dailey Asphalt Products Company, Inc. in the amount of $236,664.50 prepared by the Street Engineering Department signed by St. Paul Fire & Marine Insurance Company for Resolution No. 5851-79 - for improving by resurfacing and restoring pavement on Anthony Boulevard from the south curb line of Maumee Avenue to the south curb line of Rudisill Boulevard.

Approved.

Ordered sent to the Common Council on Tuesday, October 9, 1979 at 8:00 p.m.

25. Received quotation from the Purchasing Agent for the proposed purchase of one 1980 Dump Truck complete with Dump Body and Hoist for the Filtration Plant:

INTERNATIONAL HARVESTER CO. ------$19,101.56

The bid of International Harvester Company was accepted under Purchase Order No. 001393 in the amount of $19,101.56.

Ordered sent to the Common Council on Tuesday, October 9, 1979 at 8:00 p.m.

26. Received a request from Marakis Sons, Inc. 4625 Euclid Blvd., for permission to barricade block of Columbia from Clay to Columbia on Wednesday, October 3, 1979 from 9:00 a.m. to 5:00 a.m.
PURPOSE: Painting bridge.

Approved and permit issued.

27. Received a request from N & W Railroad, P.O. Box 1215, for permission to barricade Nuttman Avenue and Brooklyn Avenue railroad corssings on September 12, 1979 for a period of one hour sometime between 8:00 a.m. and 6:00 p.m.
PURPOSE: Tear down a jointed rail and replace it.

Approved and permit issued.

28. Received a request from Ray McGuire, I & M Electric Company, 2101 Spy Run Avenue, for permission to barricade Calhoun Street - north of Jefferson, the west lane to the alley on September 12 through September 26, 1979 at all times.
PURPOSE: Civic Center Renewal Project.

Approved and permit issued.

Meeting adjourned at 10:45 a.m.

Henry P. Wilkenberg

Edward N. LaMar

Mary J. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Monday, October 1, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E
Mar, M. G Scott
A. Fox, Protem

Received Minutes of Meeting held on Wednesday, September 26, 1979 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered se
to the Department of F

3. Received sidewalk applications:

Approved and permits i

2320 Broadway ----------E. P. Holliday
(winqwalk) NW and W cor. Broadway
and Broadway ----------E. P. Holliday
2131 Curdes ----------L. H. Kanning
5622 Inland Trail ----------M. Lengacher
4013 Smith ----------L. H. Kanning

4. Received driveway application:

Approved and permit is

5622 Inland Trail ----------Martin Lengacher

5. Received street cut applications:

Approved and permits

4731 Bradwood Ter. (prkstrp)	-	C.U. Water Maint.
Cambridge & Harvard (2)	-	"
3909 Cloverbrook (prkstrn)	-	"
1331 Exkart (prk-strn)	-	"
Essex Lane 179' E/Coldwater Rd.	-	NIPSCO
827 E. Fairfax	-	"
5328 Forest	-	"
901 Francis	-	Scheidleman Excavating
1911 N. Glendale (prkstrp)	-	C.U. Water Maint.
2819 Hoagland	-	"
616 Lillian	-	"
2416 New Haven (prkstrn)	-	"
6505 Orchard (prkstrp)	-	"
3941 N. Washington Rd. (prktrn)	-	"
5005 Speedway DR.	-	John Dehner, INc.
2136 Springfield	-	NIPSCO
5214 Stony Run (prkstrp)	-	C.U. Water Maint.
5401 Stony Run (prkstrn)	-	"
724 Warwich	-	"
900 blk. Wayne	-	Scheidleman Excavating
1447 Summit (alley)	-	NIPSCO
126 Esmond (alley)	-	"
2136 Springfield	-	"
620 E. Jefferson (alley)	-	"
6802 Old Decatur Rd. (prkstrp)	-	"
1800 Cody (alley)	-	"

6. Received Final Assessment Roll oreoared by the Street Engineering Department for Alley Resolution NO. 5726-76 for alley between Emerson and Soring Streets and Steuo and Tyler Streets.	CONFIRMED. Ordered sent to the Department of Finance.
7. Received amended final olat of The Woodlands of Riverside submitted and anoroved by the City Plan Commission.	Aoproved.
8. Received a request from F.O.P. (Captain Stahl) City-County Building for permission to barricade the west sidewalk - 1000 block of Calhoun - South sidewalk - 100 block of W. Washington all day on Seotember 24 to 29, 1979. PURPOSE: Tearing down buildings.	Aooroved and permit issued.
9. Received a request from I & M Electric Company, 2101 Soy Run, for permission to barricade Calhoun between Jefferson and Washington on Seotember 24 to Seotember 28, 1979 (extended to October 2, 1979) at all times. PURPOSE: Civic Center Renewal Project.	Aooroved and oermit issued.
10. Received a request from Roto Rooter, 3714 Lake Avenue for oermission to barricade alley at 2420 Miner Street on October 1 and 2, 1979 for 48 hours. PURPOSE: Sanitary Sewer reoair.	Aooroved and oermit issued.
11. Received a request from E. E. Jahn Builders, 6504 Centerton Drive, for oermission to barricade 2318 S. Webster on right-of-way (dumoster) from September 29, 1979 to October 5, 1979 from 8:00 a.m. to 5:00 p.m. PURPOSE: Tear off roof.	Aooroved and oermit issued.
12. Received a request from Allen County Election Board (Patricia Conrad, Secretary), Room 200A, Courthouse on Saturday, November 3, 1979 all day to barricade Court Street. PURPOSE: Issue of supplies to inspectors for November 6th City Election.	Aooroved and permit issued.
13. Received Third Amendment to Protective Covenants, Restrictions and Limitations of Arlington Park, Section III submitted and approved by the City Plan Commission.	Approved.
14. Received a request from Custom Signs, Don Cameraman, 1829 S. Harrison, for permission to barricade 129 E. Wayne on Tuesday, Wednesday and Thursday, October 2, 3 and 4, 1979 all hours all days. PURPOSE: To transoort materials to New Peoples Trust Building.	Approved and permit issued.

15. A request was received from I & M Electric Company, Jim Love, 2103 Spy Run, for permission to barricade south side of Wayne Trace at New Haven Avenue on Wednesday, October 3, 1979 from 8:00 a.m. to 1:00 p.m.
PURPOSE: Replace damaged 70 foot pole.

Approved and permit issued.

16. Received a request from Robert Newell, 1848 Kensington Blvd., for permission to barricade Delaware Street between Kensington and Pemberton.
on Saturday, October 6, 1979 from Noon to 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

17. RESOLUTION NO. 68-78-17

WHEREAS, Citizens Cable of Fort Wayne, Inc. d/b/a Fort Wayne Cablevision is a franchisee operating pursuant to provisions of General Ordinance No. G-27-77; and

WHEREAS, Cox Broadcasting Corporation now owns the controlling stock interest (working control) in Fort Wayne Cablevision; and

WHEREAS, in a proposed transaction such working control would be transferred by Cox Broadcasting Corooration to eneral Electric Company, which transfer, by the terms of Sectio III (E) (2) of said Ordinance, requires consent of the Board of Public Works and of the Common Council of the City of Fort Wayne; and

WHEREAS, the oroposed transfer will involve only a chnage in the entity having ultimate control of the franchise; and

WHEREAS, such transfer will not result in any change in the franchise itself nor in management of operation of the cable television system in the City of Fort Wayne; and

WHEREAS, the Board deems General Electirc Company more than qualified to assure working control of Fort Wayne Cablevision;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Public Works of the City of Fort Wayne hereby consents to the proposed transfer of Cox Broadcasting Corporation of its interest in Citizens Cable of Fort Wayne, Inc. d/b/a Fort Wayne Cablevision to General Electric Company.

2. It is expressly understood that this consent does not permit Fort Wayne Cablevision to engage in the sale or repair of television receivers.

Adopted this October 1, 1979.
A true copy is incorporated herein. (See 66-106-10).

Meeting adjourned at 9:40 a.m.

Henry P. Helmke
Edward N. LaMar
Mary Jo Leist
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Wednesday, October 3, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received sidewalk application: — Approved and permit issued.

5707 Larchwood ----------R. D. Witmer, Inc.

4. Received driveway applications: — Approved and permits issued.

3431 Butler Court ----------Delagrange Homes
5316 Exeter Dr. ----------Ned Keener
6305 Durango Drive ----------Liechty & Assoc.
2429 Hillock Ct. ----------Hillsboro Homes
1130 St. Joe River Dr. ---------Jack Bendure

5. Received street cut applications: — Approved and permits issued.

3509 Broadway	---	J & G Disconnect
4911 S. Calhoun	---	NIPSCO
2713 Cambridge	---	C.U. Water Maint.
532 E. Douglas	---	"
2701 Fairoak Dr. (prkstrp)	---	"
Freeman & Geneva (prkstrp)	---	"
2408 Gay	---	NIPSCO
1704 Goshen Rd. (prkstrp)	---	C.U. Water Maint.
1725 Hawthorne	---	"
3733 Kirkwood	---	"
4940 Kyle Rd. (prkstrp)	---	"
450 E. Leith	---	J & G Disconnect
1322 McClellan	---	"
Madison & Hanna (prkstrp)	---	C.U. Water Maint.
330 Madison	---	NIPSCO
2420 Miner (alley)	---	Roto Rooter
2719 Ojibway Trl. (prkstrp)	---	C.U. Water Maint.
1313 W. Packard	---	NIPSCO
1001 Prange	---	"
St. Joe Blvd.(west side river bank)	---	Street Engr.
So. Wayne & Home	---	C.U. Water Maint.
3525 S. Wayne (prkstrp)	---	"
2607 S. Wayne	---	"
4570 & 4620 Speedway Dr.	---	NIPSCO
1113 E. Wayne.	---	J & G Disconnect
1239 Wells	---	NIPSCO
(alley) E/o West Drive N/o Dodge	---	I & M Elec.
3222 Smith	---	NIPSCO
630 Greenlawn / Hensch	---	"
608 E. Creighton	---	"
1002 S. Calhoun / W. Washington	---	"
419 W. Masterson	---	"
120 W. Branning	---	"
3222 Smith	---	"
1914 Babcock	---	"
4311 Gaywood (alley)	---	"
2122 Smith (alley)	---	"
2408 Gay	---	"
1901 Prange	---	"
3704 Central	---	"

6. Received quotations from the Purchasing Agent for the proposed purchase of two 1980 High Pressure Sewer Cleaners, Truck mounted Acquateck, for the Water Pollution Control Maintenance Department:

   MUNICIPAL EQUIPMENT SERVICE ---------$56,100.00

   J. C. GRIPP ASSOCIATES ----------$56,096.00

   IND'L. SEWER CLEANING ---------- $63,268.96

   The bid of J. C. Gripp Associates was accepted under Purchase Order No. 1411 in the amount of $56,096.00

   Ordered sent to the Common Council Tuesday, October 9, 1979 at 8:00 P.M.

7. Received Special Sewer Permit for Steven W. Stanley prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Eickhoff Excavating, Inc. to construct Stanley Sewer Extension. for sanitary sewer.

   Approved and Special Sewer Permit issued.

   Board Order No. 150-79.

8. Received Special Sewer Permit for Mid American Corp. approved and prepared by the Water Pollution Control Engineering Department for the construction of sanitary and storm sewers known as Stone Pointe Village Sewers. 25% Maintenance Bond is to be furnished to the Board of Public Works at the time the contractor files his Completion Affidavit.

   Approved and Special Sewer Permit issued.

   Board Order No. 151-79.

9. Received Special Street Permit for Versailles Village Place prepared and approved by the Street Engineering Department to construct street in Versailles Village Addition.

   Approved and Special Street Permit issued.

10. Received invoice #52 of Hagerman-Shambaugh (joint bidders) in the amount of $110,141.56 approved by HNT & B (H. B. Steeg Div.) for the period of 5/26/79 to 8/13/79 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.

    Approved and ordered City Utilities to pay invoice in the amount of $110,141.56.

    Also ordered the amount of $5,[illegible] paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank

    Payments are to be made from the Water Pollution Control Utility Fund.

11. Received partial payment Estimate No.8 of Hagerman-Shambaugh (joint bidders) in the amount of $670,016.88 preoared and approved by the Consulting Engineers, McNamee Porter & Seeley, for Water Contract 77-W-2, Fort Wayne Filtration Plant Expansion.

    Approved and ordered City Utilities to pay invoice in the amount of $670,016.88.

    Also, ordered the amount of $74,[illegible] paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National Bank

    Payments are to be made from the Water Utility Fund.

12. Received a request from I & M. Electric Co., (Ray McGuire), 2101 Spy Run, for permission to barricade Harrison Street between Jefferson and Washington Streets on October 3 and 4, 1979 at all times.
    PURPOSE: Civic Center Renew Project.

    Approved and permit issued.

13. Received invoice No. 78-08-310-01-0-16 HNTB (Steeg Division) in the amount of $17,507.62 for Professional Services (Engineering) performed in connection with Agreement for Engineering Services dated March 20, 1978 - Advanced Wastewater Treatement Design - Phase B - Task #5. Services rendered for the period of July 22, 1978 through September 14, 1979.

Approved.

Ordered City Utilities to pay invoice from WPC Utility Fund.

14. Received invoice No. 78-08-310-01-0-17 HNTB (Steeg Division) in the amount of $34,662.57 for Professional Engineering Services performed in connection with Agreement for Engineering Services dated March 20, 1978 - Advanced Wastewater Treatment Design - Phase C - Task #3. Services rendered for the period of September 30, 1978 through September 14, 1979.

Approved.

Ordered City Utilities to pay invoice from WPC Utility Fund.

15. Received invoice No. 78-08-310-01-0-18 HNTB (Steeg Division) in the amount of $27,277.99 for Professional Engineering Services performed in connection with Agreement for Engineering Services dated March 20, 1978 - Advanced Wastewater Treatment Design - Phase C - Task #6. Services rendered for the period of September 30, 1978 through September 14, 1979.

Approved.

Ordered City Utilities to pay invoice from WPC Utility Fund.

16. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Maintenance Bond in the amount of $10,390-50 signed by State Automobile Insurance Company for Windsor Woods, Section I Sanitary Sewer.

Approved.

Ordered acceptance letter written.

17. Received invoice No. 71-01-310-01-0-92 of Howard Needles Tammen & Bergendoff (H.B. Steeg) Div. in the amount of $1,550.68 for General Engineering of Water Qualtiy Control Project Division I Water Pollution Control Plant Additions- Federal Project C-1B0538-01.

Aoproved.

Ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

18. Received invoice #4 (FINAL) of Dailey Asphalt Products Company, Inc. in the amount of $24,043.63 prepared and approved by the Street Engineering Department covering work on Resolution No. 5816-78 Resurfacing - Pontiac St. and Creighton Ave - extension to include North Bend Drive and Willowdale.

Approved and ordered paid from Street Bond Account.

19. Received invoice #1 of Brooks Construction Company, Inc. in the amount of $69,859.63 prepared and approved by the Street Engineering Department covering work on Resolution No. 5841-79 for 1st Councilmanic District Resurfacing.

Approved and ordered paid from Revenue Sharing Fund.

20. Received invoice #2 of L. W. Dailey, Inc. in the amount of $35,343.86 approved and prepared by the Street Engineering Department covering Resolution No. 5833-79 - Main Street Reconstruction.	Approved and ordered paid by Redevelopment Commission.
21. Received invoice #2 of Continental Construction Company, Inc. in the amount of $87,995.89 prepared and approved by the Street Engineering Department covering Resolution No. 5775-77 - East Central Impact Area.	Approved and ordered paid by Community Development and Planning.
22. Received Invoice No. 2 of Indiana Construction Corporation in the amount of $21,760.00 prepared and approved by Henry B. Steeg & Associates, Div., HNT & B, Architects, for Flood Damage Repair - Terminal Ponds - Water Pollution Control Plant. (65-308-4).	Approved and ordered paid from Water Pollution Control Utility Fund by City Utilities.
23. Received Policy and Procedure for Installation and Collection of Costs for New Water Service Connections installed prior to Owner requesting installation.	Approved. A true copy is incorporated herein.
24. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Tim Evans Excavating Company for Thurber Avenue Church of Christ in Waynedale Sanita ry Sewer. Maintenance Bond is to expire on January 1, 1980 per Engineer's recommendation.	Approved. Ordered acceptance letter written.
25. Received Water Contract No. 7817 between Fort Wayne Fire Fighters Mutual Benefit Association and Fort Wayne Water Utility of the City of Fort Wayne, Indiana, by and through the Mayor, Robert E. Armstrong, and the Board of Public Works to construct water mains to serve Livingston Avenue from North Clinton Street, eastward a distance of 435 ± feet.	Apporved. Ordered sent to the Water Engineering Department for handling.
26. Received Contract by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works and Indiana University, Bloomington, Indiana. Contract is entered into and will be performed to conduct a study investigating trace organics in the City of Fort Wayne's process and drinking waters.	Approved. A true copy is incorporated herein.
27. Received Waiver-of-Right to have Escrow Funds Deposited in Interest Bearing Account from Hioskind Concrete Corporation concerning Curb and Sidewalk Resolution No. 5829-1979 - Part #1 - Oxford, Phase IV: and Part #2 - LaRez, Phase II.	Approved and filed in the Board of Public Works.

28. Received invoice #19 of T & F Construction Corporation in the amount of $83,051.99 prepared and approved by the Street Lighting Engineering Oepartment covering work performed on Street Lighting Resolution No. 125-77 - Central Business Oistrict Street Lighting and Traffic Signals - EDA Project 06-51-26289. THIS IS RETENTION INVOICE.

Ordered Indiana Bank & Trust Company to pay retention amount of $83,051.99.

29. For the replacement and construction of corner wingwalks on McKinnie Avenue Street Engineering Department received quotation from Moellering Construction Company in the amount of $4,960.00 for needed work on eight corners.

Approved.

Ordered Purchase Order No. 07255 issued to cover this work of Moellering Construction Company.

30. Received tabulation and recommendation from the Street Engineering Department with regard to proposals received for Resolution No. 5853-79 - Oemolition at 424 W. Superior Street (Ewing - Wells - Fairfield Bridge).

Award was made to Primco, Inc. for their proposal in the amount of $2,775.00.

Purchase Order No. 07258 issued for this project.

31. Received inspection report from the Water Engineering Department for LIVINGSTON AVENUE WATER MAIN CONTRACT NO. 7817. At the request of Water Engineer Bond and Completion Affidavit have been waived due to lapse of time and the fact that the water main is in satisfactory condition.

Approved and ordered acceptance letter written.

Meeting adjourned at 11:00 a.m.

Henry P. Wehrenberg

Edward V. DeMaio

Mary A. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Thursday, October 4, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. LaMar, M. G Scott
Ursula Miller

Received minutes of meetings held on Monday, October 1, 1979 at 9 a.m. and Wednesday, October 3, 1979 at 9 a.m.

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sewer Easement Resolution No. 168-79 for the condemnation of permanent and temporary sewer easement for the purposes to construct, operate, control and maintain a sanitary sewer line across a portion of the Northeast Quarter, Section 29, Township 31 North, Range 13 East East and Northwest Quarter Section 29, Township 31 North, Range 13 East: bounded on the south by the Trier Road, bounded on the East by the East right-of-way line of Elwood Drive, bounded on the West by Wyandotte Drive and bounded on the North by a line 195.00 feet North of North right-of-way line of North Drive.

CONFIRMED.

Ordered sent to the Department of Finance.

Meeting adjourned at 3:45 p.m.

Henry P. Wehrenberg
Edward W. LaMar
Mary G. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Friday, October 5, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:00 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. WEHRENBERG, E. H. LAMAR,
M. G SCOTT
Ursula Miller

1. AWARD CONTRACT:

Received tabulation and report from Martindale, Tourney, Gibson, Inc., on Declaratory Resolution No. 67-189-14, CIVIC CENTER PARKING GARAGE construction - CCPG, Block III.

Continued to Monday, October 8, 1979 at 9:00 a.m.

2. Received a request from Jensen Cabinet Company, 205 E. Murray, for permission to barricade 224 E. Murray (will be covering several feet of sidewalk) on Friday, October 5, 1979 for four days.
PURPOSE: Dispose trash from warehouse.

Approved and permit issued.

3. Received a request from Indiana Const. Corp., 4625 Industrial, for permission to barricade Fairfield south of Berry (the second and third meters #804 and 806) on October 3 to October 10, 1979 for all times.
PURPOSE: Replacing church roof.

Approved and permit issued.

4. Received a request from Flex-Foam Roofing, Inc. (Phil Leonard) 731 Osage, for permission to barricade Anthony at G. E. Plant at Winter Street on Sunday, October 7, 1979 from 8:30 a.m. to 5:00 p.m.
PURPOSE: Roofing work at General Electric Company.

Approved and permit issued.

Meeting adjourned at 3:15 p.m.

Henry P. Wehrenberg
Edd H. LaMar
Mary G Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

October 8, 1979, Monday

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar, M. G Scott
Ursula Miller

Received Minutes of Meetings held on Thursday, October 4, 1979 at 3:30 p.m. and Friday, October 5, 1979 at 3:00 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sc to the Department of Fi

3. Received driveway applications:

Approved and permits is

4832 S. Calhoun Street -------- Douglas Const. Co.
1930 Lakeview (2) ------------- Gerhard Hoffman
5707 Larchwood Run ------------ R. W. Witmer, Inc.
St. Joe Ctr. Rd. E/Inland Dr.-- Northeastern Const.
509-511 Villa Park Ct. -------- Morris Liechty
527-529 Villa Park Ct. -------- Morris Liechty
3500 Wells St. ---------------- Richard Ebnit

4. Received street cut applications:

Approved and permits is

1914 Babcock ------------------------- NIPSCO
Coldwater Rd. & Washington Ctr. Rd.--- C.U. Water Maint.
2109 W. Coliseum --- R & A Plumb.
Fairfield & Lexington --- C.U. Water Maint
2701 Fairoak (prkstrp) --- "
1922 Fl orida (alley) --- NIPSCO
3032 Glencairn (prkstrp) --- C.U. Water Maint
6323 S. Hanna (prkstrp) --- Earl Baker Trench.
6313 S. Hanna --- "
6305 S. Hanna --- "
6217 S. Hanna --- "
6207 S. Hanna --- "
6115 S. Hanna --- "
2405 S. Harrison (prkstrp) --- C.U. Water Maint.
1210 Inwood --- NIPSCO
Lewis & Harrison --- C.U. Water Maint
824 Lillian --- "
4820 Lima Rd. (prkstrp) --- "
2211 Riedmiller --- NIPSCO
2124 Schomburg --- "
2328 S. Wayne --- "
3610 Vance (prkstrp) --- C.U. Water Maint
1311 E. Wallace (prkstrp) --- Scherer Plumb. & Heating.
220 W. Main --- NIPSCO
800 Spring --- "
3007 Pennsylvania --- "
1136 S. Hanna (alley) --- "

8222 S. Anthony	---	NIPSCO
4516 Arlington	---	"
302 - 320 Barr	---	T & G Excav.
Cedar / 1331 E. Lewis	---	NIPSCO
1303 Charlotte	---	"
5112 Chenequah	---	"
1911 S. Clinton (alley)	---	"
Cochrane at intersec. of Coombs	---	"
900 Comparet (EW alley)	---	Scheidleman Excav.
730 W. Creighton	---	NIPSCO
2503 Crescent	---	"
1605 Crescent (alley)	---	"
2434 Curdes	---	"
5420 Distribution	---	"
1125 Division (orkstrp)	---	C.U. Water Maint.
3101 Fairfield	---	"
2903 Fairoak (prkstrp)	---	"
2905 Fairoak (prkstrp)	---	"
3004 Fairoak (prkstrp)	---	NIPSCO
1136 S. Hanna (alley)	---	"
Hensch / 630 Greenlawn	---	"
1731 High	---	"
668 High	---	R & A Plumb.
5500 Inland Trail	---	NIPSCO
1900 W. Jefferson	---	"
2726 John	---	"
1222 Kitch (prkstrp)	---	C.U. Water Maint.
3435 Kirkland (prkstrp)	---	"
1930 Lakeview	---	NIPSCO
5724 Larchwood Run	---	"
2800 Leroy	---	C.U. Water Maint.
6920 Ludwig Circle	---	NIPSCO
So. side of Nuttman W/N&W RR	---	"
3727 N. Washington	---	"
3007 Pennsylvania	---	"
4725 Ridgelane Dr. (prkstrp)	---	C.U. Water Maint.
3711 Rupp (prkstrp)	---	"
3509 Shoaff Pk. River Dr.	---	NIPSCO
3329 E. State (prkstrp)	---	C.U. Water Maint.
900 Tecumseh	---	NIPSCO
White Oak / 3311 Charlotte	---	"
Essex Lane to 5310 Coldwater Rd.	---	"
Foruth & Andrews	---	"
Cumberland Intersec. Northrup	---	"
Scotswolde Intersec. Goshen Rd.	---	"
303 W. Brackenridge	---	"
2209 Butler	---	"
2122 Smith	---	"
3311 Charlotte	---	"
5420 Distribution	---	"
1414 Webster (alley)	---	"

5. Continued from October 5, 1979
AWARD CONTRACT:

Received tabulation and report from Martindale, Tourney, Gibson, Inc., on Declaratory Resolution No. 67-189-14, CIVIC CENTER PARKING GARAGE construction - CCPG Block III.

AWARD contract to Hagerman Construction Corporation at and for their bid in the amount of $2,314,000.00.

Ordered contract prepared.

6. Received invoice #1 of L. W. Oailey, Inc. in the amount of $53,239.46 prepared and approved by the Street Engineering Oepartment covering work on Resolution No. 5828-79 - East Central, Phase IV.

Approved and ordered paid by Community Oevelopment and Planning.

7.	Received invoice #4 of Hipskind Concrete Corporation in the amount of $16,634.12 prepared and approved by the Street Engineering Department covering work on Resolution No. 5829-79 - Oxford Phase IV and LaRez Phase III.	Aporoved and ordered paid by Community Development and Planning.
8.	Received Change Order No. 1 of Dailey Asphalt Products Company in the decreased amount of $113.45 prepared and approved by the Street Engineering Department covered by Resolution No. 5816-78 - 1978 Resurfacing on Creighton Avenue and Pontiac Street.	Approved.
9.	Received invoice of Consolidated Rail Corporation in the amount of $352.85 prepared and approved by the Street Engineering Department in regard to Resolution No. 5835-79 - Fernhill Extended. Invoice is for cost of inspection at installation of Longitudinal Ditch .	Approved and ordered paid from LRS Account #329.
10.	Received invoice #4 of Spears-Dehner, Inc. in the amount of $172,446.45 orepared and approved by the Street Engineering Department covering work on Resolution No. 5835-79 - Fernhill Avenue.	Approved and ordered the amount of $172,446.45 paid to Spears-Dehner, Inc. by the City Controller. Also ordered Spears-Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company the amount of $19,160.71. Payments are to be made from LRS Account #329.
11.	Received invoice #14 of Spears-Dehner, Inc. in the amount of $23,423.58 prepared and approved by the Street Engineering Department covering work on Resoltuion No. 5797-78 - JEFFERSON - MAUMEE - WASHINGTON STREETS.	Approved and ordered the amount of $23,423.58 paid to Spears-Dehner, Inc. by the City Controller. Also ordered Spears - Dehner, Inc. Escrow Account at Lincoln National Bank & Trust Company in the amount of $2,602.62. Payments are to be made from LRS Account.
12.	In accordance with agreement between the City of Fort Wayne, Indiana, and the Allen County Highway Department, Street Engineering Department recommends payment of $875.00 to the Treasurer of Allen County, Cumulative Bridge Fund, representing 10% of invoice of Butler, Fairman & Seufert, Inc. in the amount of $8,750.00 for preparation of final plans and contract documents for the EWING - WELLS STREET BRIDGE OVER ST. MARYS RIVER, oer contract dated December 3, 1974. Project ACB-43-69.	Approved and ordered paid from LRS Account #307.

13. Received Sign Encroachment Easement prepared and approved by the Street Engineering Department for allowing encroachment (a sign) extending four feet over sidewalk at JEREMY'S - 104 West Wayne Street. Encroachment will be permitted to remain and continue until April 8, 1980. OWNER: Kilborne & Perry, Inc. Occupant: Jeremy's - Ken Angel.	Approved.
14. Received invoice of Franck Construction Company in the amount of $100.00 prepared and approved by the Street Engineering Department for curb replacement at 2809 East Maple Grove.	Approved and ordered paid from MVH Funds.
15. Received plat of Villas of the Marketplace, Section II submitted and approved by the City Plan Commission.	Approved.
16. Received recommendation of the Street Engineering Department for acceptance of bid of Structural Concrete Services in the amount of $27,940.60 for repairing the City-County Parking Plaza. Resolution No. 5836-79.	Accepted the bid of Structural Concrete Services. Ordered Street Engineering Department to prepare revised contract.
17. Received invoice of Wayne Asphalt and Construction Company, Inc. in the amount of $17,580.90 prepared and approved by the Street Engineering Department covered by Resolution No. 5820-78 - Lavina - Broadway intersection - extension of Broadway Resurfacing project.	Approved and ordered paid from accounts as follows: 402-129-129-9265 ----- $4,185.18 402-128-129-9265 -----$13,395.72
18. In accordance with agreement between the City of Fort Wayne and the Allen County Highway Department, Street Engineering Department recommends payment of $75.00 to the Treasurer of Allen County for reimbursement of 10% of invoice of Butler, Fairman and Seufert, Inc. for environmental work on the Ewing-Wells Street Bridge over the St. Marys River.	Approved and ordered paid from LRS Account #307.
19. Received Contract, Guaranty and Liability Bonds of Hagerman Construction Corporation in the amount of $2,314,000.00 prepared by Martindale, Tourney, Gibson, Inc. signed by United States Fidelity and Guaranty Company for complete construction of a new CIVIC CENTER PARKING GARAGE for the City of Fort Wayne, Indiana, located on the south side of Washington Boulevard between Calhoun and Clinton Streets. (Declaratory Res. 67-189-14).	Approved. A true copy is incorporated herein.
20. A request was received from Northrup High School, 7001 Coldwater Road, for permission to barricade Northrup Parking Lot on October 5, 1979 at 8:00 a.m. PURPOSE: Band contest - NISBOVA.	Approved and permit issued.
21. Received a request from Wells Street Log Swinging Contest, 1632 Wells Street, for oermission to barricade Sixth Street between Cass and Wells on Sunday, October 7, 1979 from Noon to 4:00 p.m. PURPOSE: Contest.	Approved and permit issued.

22. Received a request from Frank Briscoe Construction Company (Joe Spinella) 130 E. Wayne Street, for permission to barricade the north lane of Washington between Clinton and Calhoun Streets on Monday, October 8, 1979 from 7:30 a.m. to 12:00 Noon.
PURPOSE: Pour concrete.

Approved and permit issue

23. Received a request from Pettigrew & Sons, 333 Ley Road, for permission to barricade the east side of Court Street - walkway and two parking spaces (hooded) south of drive-thru of First Federal Savings & Loan Company on October 9, 1979 for two weeks - around the clock.
PURPOSE: dispose of roof trash.

Approved and permit issue

Meeting adjourned at 5:05 p.

BOARD OF PUBLIC WORKS

ATTEST:

Secretary and Clerk

Wednesday, October 10, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar,
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

Approved and permits issued.

1900 Wayne Trace &
1747 Wabash ----------Silkworth Const. Co.
2424 - 30 Maumee ----------E. & L. Const. Co.

4. Received driveway applications:

Approved and permits issued.

409-417 W. Main ---------- L. W. Dailey
517 - 519 Villa Park Ct. ------ Morris Liechty
528 - 530 Villa Park Ct. ------ Morris Liechty
7807 Weymouth Dr. ---------- A. D. Delagrange

5. Received a request from St. Francis College Mission Club, 2701 Spring Street, for permission to hold a parade on Saturday, October 13, 1979 from 8:00 a.m. to ---. Approximate number of persons: 35; and one or two cars. Route to be traveled: St. Francis parking lot to Spring Street to Bass Road to Leesburg Road to O'Day to Cook Road to Huegenard Road to State to Tyler and then return to St. Francis parking lot.
PURPOSE: Raise money for Missions.

Approved and permit issued.

6. Received a request from International Free and Accented Modern Masons (Canles Jones - P.O. 6255 - Diplomat Plaza) for permission to hold a parade on Saturday, October 13, 1979 from 8:00 a.m. to 11:00 a.m. Route to be traveled: Foster Park at entrance at Rudisill and Broadway through the park to Fairfield Street. Proceeding to Pettit Street and over to Old Mill Road ending at Rudisill and Broadway.
PURPOSE: Benefit building funds.

Approved and permit issued.

7. Received a request from Calvary Book Store, 3218 N. Clinton, for permission to hold a parade on Saturday, October 20, 1979 from 2:00 p.m. to approximately 4:00 p.m. Approximate number of persons 50 to 100. Route to be traveled: Spy Run Extended to Johnny Appleseed Book Store and return. PURPOSE: 5000 meter run to promote record.

Approved and permit issued.

8. Received Special Sewer Permit for Erie Haven, Inc. prepared and approved by the Water Pollution Control Engineering Department to construct sanitary sewer known as Erie Haven Sanitary Sewer. Hipskind Asphalt Corporation is to perform the construction work. 25% of value of work Maintenance Bond is to be furnished at the time the contractor files his Completion Affidavit.

Approved and permit issued.

Board Order No. 163-79

9. Received Special Sewer Permit for States Engineering Corp., 4419 Ardmore Ave., prepared and approved by the Water Pollution Control Engineering Department to construct sanitary sewer known as States Engineering Corp. Sanitary Sewer. All Star Construction & Excavating is to perform the construction work. 25% of value of work Maintenance Bond is to be furnished at the time the contractor files his Completion Affidavit.

Approved and permit issued.

Board Order No. 164-79

10. Received Special Sewer Permit for Bercot-Gibson Construction Company, Inc. prepared and approved by the Water Pollution Control Engineering Department to construct sanitary sewer known as Parnell Park - My Pie Sanitary Sewer. Bercot-Gibson is to perform the construction work. 25% of value of work Maintenance Bond is to be furnished at the time the contractor files his Completion Affidavit.

Approved and permit issued.

Board Order No. 165-79.

11. Received Special Sewer Permit for Payless Cashways, Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Nobis Construction Company, Inc. to construct sanitary sewer known as Payless Cashways Sanitary Sewers.

Approved and permit issued.

Board Order No. 166-79

#1

12. Received invoice of T & F Construction Corporation in the amount of $26,719.00 prepared and approved by the Street Lighting Engineering Department covering work in Harrison Hill Area - Street Lighting Resolution No. 137-79.

Approved and ordered paid from Account 402-333-333-42[illegible]

#2

13. Received invoice of T & F Construction Corporation in the amount of $22,180.95 prepared and approved by the Street Lighting Engineering Department covering work in Northwest Central Phase III - Street Lighting Resolution No. 136-78.

Approved and ordered paid by Community Development and Planning.

14. Received Contract, Guaranty and Liability Bonds of Indiana Gunite & Construction Company in the amount of $52,710.00 prepared by the Street Engineering Department signed by The Western Casualty & Surety Company for Resolution No. 5852-79 for repairing the deteriorated concrete retaining wall along the west side of St. Joe Blvd. from Columbia Street Bridge north to McDougal Avenue (4850 L.F. ±) with reinforced Gunite and 100% coverage on exposed surface with 1/2" Gunite Flashcoat sealed with epoxy sealer.

Approved.

Ordered sent the Common Council on Tuesday, October 23, 1979 at 8:00 p.m.

15. Received Water Contract No. 7915 prepared and approved by the Water Engineering Department between the City of Fort Wayne Utility and John Hartman Investment Corporation for the construction of water main system to serve Versailles Village - on Versailles Village Place from Harris Road westward 650 ± L.F. of 8" and 460 ± L.F. of 6" water main to its terminus.

Approved.

Ordered sent to the Water Engineer for handling.

16. Received inspection report from the Street Lighting Engineering Department and Completion Affidavit of T & F Construction Corp. with Guaranty Bond in the amount of $25,344.10 signed by Fidelity and Deposit Company of Maryland for Street Lighting Resolution No. 135-78 - East Central, Phase III and Phase IV.

Approved.

Ordered acceptance letter written.

17. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $13,500.00 signed by State Automobile Mutual Insurance Company for WESTWOOD VALLEY, SECTION I Sanitary Sewer.

Approved.

Ordered acceptance letter written.

18. Pursuant to request of Westbrook Company, Inc. (Mr. Jack Powell) 2251 Hiawatha Blvd., to defer the sanitary sewer connection fees for properties in BRECONSHIRE, SECTION I, the Board of Public Works agrees to allow connection fee of $7,901.08 to be paid at following rate:
1st installment: $3,676.08 is due.
2nd installment: $4,225.00 is due on December 31, 1980.

Approved.

Meeting adjourned at 11:00 a.m.

Henry J. Wehrenberg

Edward J. LaMar

Mark J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, October 15, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. LaMar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance

3. Received private sidewalk applications: — Approved and permits issued

Ewing - McClellan and Lewis Sts. -------Carrington & Assoc.
2429 Hillock Court ----------L. Oelagrange
1203 Huffman ----------T.Tomei
900 Webster ----------Schenkel & Sons

4. Received driveway applications: — Approved and permits issued

7731 Bisque Court ----------A. O. Oelagrange
2727 Kentucky on Curdes-------Raymond Robinson
3020 McDonald ----------Gateway Const.
2124 chomburg Or. ----------Oonald Gage
728 Snowfall Rd. ----------Worthman Homes

5. Received street cut applications: — Approved and permits issued

3406 Alpine ----------	NIPSCO
5321 S. Anthony	--- T - G Excav.
2917 Bowser	--- NIPSCO
2209 Butler Rd.	--- "
501 Charlotte (orkstrp)	--- C.U. Water Maint.
Cumberland at intersec/Northrup	--- NIPSCO
2410 Fairfield	--- "
Green & Holton (orkstrp)	--- C.U. Water Maint.
3615 Inwood Or.	--- NIPSCO
1306 E. Lewis (prkstrp)	--- C.U. Water Maint.
419 W. Masterson	--- Hipskind Asph. Corp.
2905 Reynolds	--- NIPSCO
3345 Sandpoint (prkstrp)	--- C.U. Water Maint.
Scotswolde at intersec. Oshen Rd.	--- NIPSCO
1745 Taylor (prkstrp)	--- C.U. Water Maint.
108 E. Washington	--- "
110 E. Washington	--- "
112 E. Washington	--- "
4820 Weisser Park (prkstrp)	--- "
900' SW of North Bend Dr. W. R/W W. Jefferson 9' off pavement	--- Gen. Tele.

720 McKinnie	---	NIPSCO
4001 Warsaw (prkstrp)	---	"
2225 Shadybrook	---	"
1617 Getz Rd.	---	"
2305 Weisser Park	---	"
1316 Huron (prkstrp)	---	"
2312 Rehm (prkstrp)	---	"
2919 Adams (alley)	---	"
4515 Avondale (prkstrp)	---	C.U. Water Maint.
1119 E. Berry (alley)	---	NIPSCO
301 W. Brackenridge	---	C.U. Water Maint.
326 Bradriff (prkstrp)	---	"
Bridgewater & Valdosta	---	John Hartman Const.
3431 Butler	---	Delagrange Homes, Inc.
1000 Blk. of Calhoun	---	C.U. Water Maint.
6033 S. Calhoun	---	"
2111 Dale (prkstrp)	---	"
Eleanor / 420 Glenn	---	NIPSCO
340 Elizabeth (alley)	---	"
5500 Exeter (prkstrp)	---	C.U. Water Maint.
911 Francis	---	"
2719 S. Hanna (alley)	---	NIPSCO
2825 Oliver	---	"
674' W/ Executive on Research Drive	---	Shambaugh & Son
2338 Smith (prkstrp)	---	C.U. Water Maint.
4201 Taylor	---	NIPSCO
114 E. Washington	---	C.U. Water Maint.
1410 & 1414 Webster	---	"
2305 Weisser Park	---	NIPSCO
4400 Weisser Park	---	C.U. Water Maint.
3322 Smith	---	NIPSCO
Along 1000 block of Dearborn S/Lake	---	"
2808 N. Highlands	---	"
6118 Blue Spruce	---	"
2102 S. Hanna	---	"
1167 Francis (alley)	---	"
1119 E. Berry (alley)	---	"
2719 S. Hanna (alley)	---	"
1331 E. Lewis	---	"

6. Received deed, dated October 8, 1979, whereby City of Fort Wayne, Indiana, DEPARTMENT OF REDEVELOPMENT, releases and quit-claims to the City of Fort Wayne Indiana, for the construction of the Civic Center Parking Garage the following described real estate situated in the City of Fort Wayne, Allen County, Indiana:

Approved. A true copy is incorporated herein.

PARCEL 3 - 2

Lot numbered one hundred twelve (112) and the south half of Lot numbered onehundred eleven (111) in Hanna's First Addition to the Town, now City of Fort Wayne, as platted by Samuel Hanna by plat recorded in Deed Record "B", at page 447, of the records of said Allen County.

PARCEL 3 - 3

The west 41-2/3 feet, except the west 10 feet of the south 100 feet of Lot numbered one hundred nine (109) in Hanna's Addition to the City of Fort Wayne. ALSO, Lot numbered one hundred ten (110) in Hanna's Addition to the Town, now City of Fort Wayne. ALSO, the north half of lot numbered one hundred eleven (111) and the west 10 feet of the south 100 feet of lot numbered one hundred nine (109) in Hanna's Addition to the City of Fort Wayne.

PARCEL 3 - 4

The east 18 feet and 4 inches of lot numbered one hundred nine (109) in Hanna's First Addition to the City of Fort Wayne, and also the west 2 1/2 feet of the vacated alley adjoining said lot on the east.

PARCEL 3 - 6

The north 70 feet of lot numbered one hundred six (106) and the north 70 feet of the east half of lot numbered one hundred seven (107) in Hanna's Addition to the City of Fort Wayne, Allen County, Indiana. ALSO, the south 80 feet of lot numbered one hundred six (106); the south 80 feet of east 30 feet and the west 30 feet of lot numbered one hundred seven (107); and the east 22 feet of Lot numbered one hundred eight (108), all in Hanna's Addition to the City of Fort Wayne, Allen County, Indiana.

Subject to an easement for the purpose of locating, constructing and maintaining the footings for a pedestrian bridge over the following portion of Parcel 3-3 hereinabove described, to-wit:

Commencing at the northwest corner of Lot numbered one hundred ten (110) in Hanna's Addition to the Town, now City of Fort Wayne, Allen County, Indiana, thence east along the north line of said Lot numbered one hundred ten (110), a distance of 98 feet to the True point of Beginning; thence continuing east along said north line a distance of 16 feet; thence south, a distance of 5 feet; thence west parallel with said north line, a distance of 16 feet; thence north, a distance of 5 feet to the True Point of Beginning.

7. Received plat for Engle Ridge Industrial Park, Section "C" submitted and approved by City Plan Commission. — Approved.

8. Received Engineer's Certificate of Approval for certifying inspection of Street Lighting and Traffic Signalization of the City of Fort Wayne, Indiana, for certain improvements consisting of Street Lights with underground wiring and new signals - EDA Project NO. 06-51-26289. T & F Construction Corporation of Hagerstown, Indiana is the contractor on this job. The warranty period begins October 15, 1979 and ends October 14, 1980. *Res. 125-77.* — Approved.

9. Received invoice #2 of Moellering Construction Company in the amount of $28,710.10 prepared and approved by the Street Engineering Department covered by Resolution No. 5845-79 - Resurfacing 5th District. — Approved and ordered paid from Revenue Sharing Account.

10. Received invoice # 2 of Moellering Construction Company in the amount of $31,732.47 prepared and approved by the Street Engineering Department covered by Resolution No. 5847-79 - Resurfacing 6th District. — Approved and ordered paid from Revenue Sharing Account.

11. Received invoice #1 of Moellering Construction Company in the amount of $4,320.00 prepared and approved by the Street Engineering Department covered by Resolution No. 5846-79 - Resurfacing McKinnie Avenue - Hanna to Anthony).

Approved and ordered paid from Revenue Sharing Account.

12. Received invoice of Hipskind Asphalt Corporation in the amount of $1,190.45 prepared and approved by the Street Engineering Department covering repair of storm sewer pipe at northwest corner of Elmer and Sherman.

Approved and ordered paid from MVH Funds.

13. Received invoice of Irmscher & Sons, Inc. in the amount of $100.00 for miscellaneous construction at southwest corner of Monroe and Hamilton (corner walk). Invoice prepared and approved by the Street Engineering Department.

Approved and ordered paid from MVH Funds.

#5

14. Received invoice of Carrington & Associates in the amount of $19,491.30 prepared and approved by the Street Engineering Department covered by Resolution No. 5812-78 - Oxford Impact Area III.

Approved and ordered paid by Community Development and Planning. VOID THIS ENTRY.

15. Received invoice #2 of Brooks Construction Company in the amount of $54,615.87 prepared and approved by the Street Engineering Department covered by Resolution No. 5841-79 - Resurfacing 1st District.

Approved and ordered paid from Revenue Sharing Fund.

16. Received invoice #1 of Brooks Construction Company, Inc. in the amount of $70,361.64 prepared and approved by the Street Engineering Department covered by Resolution No. 5840-79 - Resurfacing 2nd District.

Approved and ordered paid from Revenue Sharing Fund.

17. Invitational bids were taken by the Street Engineering Department for various projects: intersection of Avondale & Senate - drainage; 4034 South Park Ave. - alley entrance; and 4633 Crestwood Drive - sidewalk. Carrington and Associates, Inc. submitted only bid in the amount of $4,577.80.

Approved and ordered purchase order issued.
Purchase Order No. 07278.

18. Received Special Sewer Permit for A. D. Delagrange Const. Co. prepared and approved by the Water Pollution Control Engineering Department for the construction of sanitary sewer to serve 3510 Shoaff Park River Drive - Office Complex. 25% Maintenance Bond is to be furnished when Completion Affidavit is filed.

Approved and permit issued.

Board Order No. 169-79.

19. Received Special Sewer Permit for Westbrook Company, Inc. prepared and approved by the Water Pollution Control Engineering Department for the construction of sanitary sewer to serve Breconshire, Section I. Maintenance Bond in the amount of $11,323.55 covers this project.

Approved and permit issued.

Board Order No. 167-79.

20.	Received Special Sewer Permit for A. H. Heine prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of A. H. Heine Implement to construct sanitary sewer known as A. H. Heine Sewer Extension.	Approved and permit issued Board Order No. 168-79.
21.	Received Special Street Permit preoared and approved by the Street Engineering Department for Gene B. Glick Company, Inc. to construct River Run Trail in Woodbridge Apartments.	Aoproved and permit issued.
22.	Received Acceptance Agreement on Project No. EPA C-180538-01 Water Quality Control Project- as recommended by HNT & B (Steeg Div.) and acceoted by Hagerman-Shambaugh, Joint Venture, on: DIVISION I. Two (2) Limitorque modulating electric sluice gate operators. Spec. Section D11-47. Units installed to operate the two (2) existing 6D" x 42" olant influent sluice gates. Holding for solution for gate closing problems.	Approved. Warranty and guarantee estab... as June 11, 1979.
23.	Received Agreement for Sewer Extension between The West bridge Company, Inc. and the City of Fort Wayne, Indiana, to construct a sanitary sewer to serve BRECONSHIRE, SECTION I.	Approved. A true copy is incorporated herein. Ordered sent to the Common Council on Tuesday, October 23, 1979 at 8:00 p.m.
24.	Received Contract Water #7909 between Bercot, Inc. and the City of Fort Wayne, Indiana. Contractor will furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc. necessary for the installation of 1950 + L.F. of 16" water main on 13th Street from Baer Field Thruway southward approximately 195D ± L.F.	Aoproved. Ordered sent to the Common Council on Tuesday, October 23, 1979 at 8:00 p.m.
25.	Contract for Received Water/Resolution No. 1016-79 between Bercot, Inc. and the City of Fort Wayne, Indiana. Contractor will furnish all labor, material, equipment, tools, oower, transportation, etc. necessary for the installation of Ludwig Road - Sharon Drive Water Main Extension.	Approved. Ordered sent to the Common Council on Tuesday, October 23, 1979 at 8:00 p.m.

Meeting adjourned at 10:55 a.m.

Henry P. Wehrenberg

Edward W. Pa...

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BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 2:00 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, M. G Scott
Ursula Miller

Received minutes of Meetings held on Wednesday, October 10, 1979 at 9 a.m. and Monday, October 15, 1979 at 9 a.m.

1. Received report of the City Controller that no bids were received for the Airport Improvement Bond Issue of 1979 and that the Bond Sale will be continued on a day to day basis for a period not to exceed thirty days.

Approved continuance of sale on a day to day basis until Thursday, November 15, 1979

2. Received invoice No. 70-10-210-01-13 of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $12,513.23 approved by the General Superintendent of City Utilities for General Engineering and Resident Engineering during construction for Water Works improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977 - Water Contract No. 77-W-2.

Approved and ordered City Utilities to pay invoice from Water Utility Fund.

3. Received invoice #1 (FINAL) of T & F Construction Corp. in the amount of $24,992.40 prepared and approved by the Street Lighting Engineering Department covered by Street Lighting Resolution No. 135-78 - EAST CENTRAL PHASE III and IV.

Approved and ordered paid by Community Development and Planning.

4. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Account write-offs as per list submitted: Water: $2,584.18 and Sewer: $2,160.09 (TOTAL - $4,744.27)

Approved.

5. Received driveway applications:

938 - 940 Lake Ave. --------F.V. Tibbitts
2200 Randalia /State St. -----Michael Kinder
1601 Short Street / Spring Street ---Franck Const.

Aporoved and permits issued.

6. Received a request from Scheidleman Excavating, 5633 Mateo, for permission to barricade Wayne between Harmar and Comparet on Wednesday, October 17, 1979 from 7:00 a.m. to 6:00 p.m.
PURPOSE: Street cut for sewer extension.

Approved and permit issued.

7. Received quotations from the Purchasing Agent for the prooosed purchase of three backhoe trailers - two units for the Water Maintenance Department and one unit for the Water Pollution Control Maintenance Department:

   SOMERS EQUIPMENT ----------$15,730.00

   INDUSTRIAL TRACTOR ----------$13,066.00

   SKID STEER SPECIALISTS ------$18,585.00

   DAVIS POWER EQUIPMENT -------$18,385.00

   SEASTROM, INC. -------------$15,048.00

   The bid of Industrial Tractor and Equipment Co., Inc. was accepted under Purchase Order No. 1452 in the amount of $13,066.00.

   Ordered sent to the Common Council on Tuesday, November 13, 1979 at 8:00 p.m.

8. Received a request from Aetna Insurance Company, Larry McCorkle, for permission to barricade the Metro Building on S. Harrison Street - in no parking zone - trailer will be 45' lone, with 22' dumpster to hold crating materials on Thursday, October 11, 1979 from 8:00 a.m. until project is finished.
   PURPOSE: Moving in office furniture.

   Approved and permit issued.

9. Received a request from Hagerman Construction Comoany, 403 Strauss Building, for permission to barrkcade sidewalk at 510 West Washington extending to alley at Fairfield for six weeks starting October 11, 1979 at all times.
   PURPOSE: Sidewalk repair.

   Approved and permit issued.

10. Received a request from T & G Excavating, Inc. 5544 Huegunard Road, for permission to barricade 5300 block of South Anthony on October 11 and 12, 1979 from 9:00 a.m. at all times.
    PURPOSE: Street cut for water main.

    Aoproved and permit issued.

11. Received a request from Marakis Sons, Inc., 4625 Euclid, for permission to barricade Lafayette at elevation - R. R. Overpass on October 18, 1979 thru October 25, 1979 from 9:00 a.m. to 3:00 o.m.
    PURPOSE: Sandblasting and painting.

    Aooroved and permit issued.

12. Received a request from Mr. Leming, (424-5421) for permission to barricade Freimann Square just west of park sidewalk East to Barr Street from Noon Friday, October 19, 1979 at 7:00 a.m. to Monday, October 22, 1979.
    PURPOSE: Provide space for tent to be erected for Lincoln Bank Marathon.

    Aooroved and permit issued.

13. Received a request from Allen County Election Board,Room 200 - Courthouse, for permission to barricade Freimann Square (hood five meters Monday October 22 to October 29, 1979) and (hood 18 meters October 29 thru November 6, 1979)
    PURPOSE: Issue election supplies.

    Approved and permit issued.

14. Received a request from G & L Corporation, 3002 Brooklyn, for permission to barricade 913 So. Calhoun on October 18, 1979 from 5:30 a.m. to 8:30 p.m.
PURPOSE: Remove telephone equipment.

Approved and permit issued.

15. Received request from Election Board (LuAnn) County Clerk's Office - Room 200 A Courthouse, for permission to barricade five meters on October 22 and October 29, 1979 and 18 meters on October 29 thru November 6, 1979 in Freimann Park.
PURPOSE: For voting officials - they will have election board decals displayed.

Approved and permit issued.

Meeting adjourned at 2:25 p.m.

Henry K. Wehrenberg

Ethel W. LaMar

Mark A. Sells

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, October 22, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar and M. G Scott
Ursula Miller

Received minutes of meeting held on Tuesday, October 16, 1979 at 2:00 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance

3. Received private sidewalk applications:

Approved and permit issued.

4017 Central Drive ----------Albert Miller
1336 Maumee S/W on Cedar St. ----Zumbrum Const. Co.
2610 Pennsylvania ----------Harold McComb & Son

4. Received driveway applications:

Approved and permit issued.

2530 Commercial Rd. ----------Bill Winans
3219 Inwood Dr. ----------Ned Keener
2610 Pennsylvania (2) --------Harold McComb & Son

5. Received street cut applications:

Approved and permit issued.

Abbott / 2225 E. Rudisill	--- NIPSCO
2101 Alabama (prkstrp)	--- C.U. Water Maint.
Ashcroft & Salem (prkstrp)	--- "
Ardmore /3727 N. Washington Rd.	--- NIPSCO
4511 Austin Dr.	--- C.U. Water Maint.
6118 Blue Spruce Ct.	--- NIPSCO
Brackenridge & Webster	--- C.U. Water Maint.
3816 Brentwood	--- NIPSCO
3407 Broadway	--- "
Buchanan /2102 S. Hanna	--- "
708 Buchanan	--- "
Capitol & Plaza (prkstrp)	--- C.U. Water Maint.
3809 Central	--- NIPSCO
Covington Rd. (Anthony Wayne School)	--- C.U. Water Maint.
1000 blk. Dearborn (alley)	--- NIPSCO
Dichotomy Ct. S/Shoaff Pk.	--- "
Drexel & Adams (prkstrp)	--- C.U. Water Maint.
1304 Fay	--- "
901 Francis (prkstrp)	--- "
1338 Hayden	--- NIPSCO
Holgate / 3231 Casselwood	--- "
2818 Inwood (prkstrp)	--- C.U. Water Maint.
1602 Lake	--- "

1331 E. Lewis (alley)	---	NIPSCO.
2808 N. Highlands Blvd.	---	"
Ordway & Knollridge (prkstrp)	---	C.U. Water Maint.
1208 Park	---	NIPSCO
411 Parnell & Memorial Way	---	Weigand Const. Co.
3204 Paulding Rd.	---	T - G Excavating
445 Rose Lane	---	NIPSCO
3222 Smith	---	"
Springbrook Rd. E/o Raintree Rd. (prkstrp)	---	Bakers Trenching "
2409 Springfield	---	C.U. Water Maint.
2919 Trentman (prkstrp)	---	"
915 W. Washington /Wayne St.	---	Schiedleman
1600 Taylor	---	Bus Huts, Inc.
3300 Taylor	---	"
1900 Ardmore	---	"
2100 St. Marys	---	"
2100 W. State	---	"
3700 E. State	---	"
6600 E. State	---	"
4200 Lake	---	"
3700 Stellhorn	---	"
4100 Hessen Castle	---	"
6200 S. Anthony	---	"
S/E Pettit & Hanna	---	"
2728 S. Anthony	---	"
Douglas & Calhoun (alley)	---	"
2515 S. Clinton (alley)	---	"
2323 Pleasant	---	"
2818 S. Anthony	---	"
2605 St. Marys	---	"
2107 Gay (alley)	---	"
1229 (alley)	---	"

6. Received request from Redevelopment Commission to transfer title to property in Tract 3 of the West Central Neighborhood Development Program (Tract 3 is bounded by Broadway, Wilt, Lavina and Van Buren Streets and is commonly known as the "Broadway Block") from City of Fort Wayne, Board of Public Works to City of Fort Wayne, Redevelopment Commission.

Approved.

Ordered sent to the Common Council on Tuesday, November 13, 1979.

7. Received partial payment estimate No. 2 of Worthington Pump Corporation in the amount of $99,318.60 prepared and approved by the McNamee, Porter and Seeley, Consulting Engineers, for material for Water Works Improvements - St. Joe Dam. - Resolution NO. 77-W-4.

Approved and ordered paid by City Utilities from Water Utility Fund.

8. Received invoice #3 of Hipskind Asphalt Corporation in the amount of $27,591.35 prepared and approved by the Street Engineering Department covered by Resolution No. 5B26-79 - Bluffton and Old Trail Road Intersection.

Approved and ordered paid from LRS 310 account.

9. Received invoice of Carrington & Associates, Inc. in the amount of $4,76B.00 prepared and approved by the Street Engineering Department covered by pavement repair at 2924 and 2934 Stardale Drive.

Approved and ordered paid by Purchase Order No. 4-06679.

10. Received invoice of Carrington & Associates, Inc. in the amount of $4,B91.25 prepared and approved by the Street Engineering Department covered by pavement repair on Stardale - 120 feet west of Turtle Creek Drive.

Approved and ordered paid by Purchase Order No. 4-066B2.

11.	Received invoice of Midwest Caulking, Inc. in the amount of $4,964.00 prepared and approved by the Street Engineering Department for the repair of cracks on Stardale Drive between Waycross and Hessen Cassel Road.	Approved and ordered paid from Account 402-128-129-4265 (P.O. 4-06657).
12.	Received invoice of Carrington & Associates, Inc. in the amount of $4,924.00 for miscellaneous projects covered by Purchase Order 4-06756 - Pavement restoration, wingwalk replacement and sidewalk restoration. Invoice was prepared and approved by the Street Engineering Department.	Approved and ordered paid from Account 402-128-129-4265.
13.	Received invoice #3 of L. W. Dailey, Inc. in the amount of $29,812.49 prepared and approved by the Street Engineering Department covered by Resolution No. 5827-79 - West Central, Phase IV, Section "B".	Approved and ordered paid by Community Development and Planning.
14.	Received invoice of L. W. Dailey, Inc. (4) in the amount of $10,973.29 prepared and approved by the Street Engineering Department covered by Resolution No. 5827-79 - West Central, Phase IV, Section "B".	Approved and ordered paid by Community Development and Planning.
15.	Received Change Order #1 of Summit Wrecking, Inc. changing compaction prepared and approved by the Street Engineering Department covered by Resolution No. 5834-79. No change in contract amount.	Approved.
16.	Received invoice #1 of Bercot, Inc. in the amount of $154,392.30 prepared and approved by the Water Pollution Control Engineering Department covered by Sewer Resolution No. 302-78 - Kruge Addition & Savoie's Subdivision Sanitary Sewer.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
17.	Received Quit-Claim Deed from State of Indiana to City of Fort Wayne - City Utilities for Part of W 1/2 of Sec. 8, Twp. 30 N, Range 13 E (Project U-724 (5), Parcel No. 65).	Approved. A true copy is incorporated herein. Ordered Water Pollution Control Engineering Department to record deed.
18.	Received petition for the installation of Water Main to serve Morell Drive from Sandpoint Road westward to its terminus.	Approved and ordered the Water Engineering Department to investigate and report. Board Order No. 171-79.
19.	Received petition for the installation of Storm Sewer to serve Morell Drive from Sandpoint Road westward to its terminus.	Approved and ordered the Water Pollution Control Engineering Department to investigate and report. Board Order No. 170-79.
20.	Received Special Sewer Permit for Bill May prepared and approved by the Water Pollution Control Engineering Department to construct sanitary sewer known as Graves Trucking - Ardmore and Lower Huntington Road Sanitary Sewer. 25% Maintenance Bond is to be furnished at the time the contractor files his Completion Affidavit.	Approved and Special Sewer Permit issued. Board Order No. 172-79 issued.

21. Received Special Sewer Permit for Gene B. Glick Co., Inc. prepared and approved by the Water Pollution Control Engineering Department to construct sanitary and storm sewers known as Woodbridge Apartments of Fort Wayne. 25% Maintenance Bond is to be furnished by the contractor when he files Completion Affidavit.

Approved and Special Sewer (Storm and Sanitary) Permits issued.

Board Order No. 173-79.

#2.

22. Received invoice of Fox Contractors Corporation in the amount of $5,143.81 prepared and approved by the Water Engineering Department for construction of McArthur Drive - Baer Road Feeder Main, Phase I. - Contract 7903.

Approved and ordered paid by City Utilities from the Water Utility Fund.

23. Received Water Contract No. 7917 prepared and approved by the Water Engineering Department between Affordable Homes - John Pelkington, Inc. and Fort Wayne Water Utility to construct water main system to serve Seneca Hills Section III - on Louisedale Drive and Vail Court.

Approved.

Ordered sent to the Water Engineering Department for handling.

24. Received inspection report from the Water Engineering Department and Completion Affidavit of Fox Contractors Corporation with Maintenance Bond in the amount of $10,755.78 signed by Fidelity & Deposit Company of Maryland for McArthur Drive - Baer Road, Phase I - Contract 7903.

Approved.

Ordered acceptance letter written.

25. Received quotations from the Purchasing Agent for the proposed purchase of electric lamps for the Street Lighting Department:

BLANKET PURCHASE ORDER FOR 1980:

CENTRAL SUPPLY	--- Discount -	72.1%
ALL PHASE ELECTRIC	---	72.6%
GRAYBAR ELECTRIC	---	69.8%
GRAYBAR ELECTRIC	---	73.3%
G. E. SUPPLY	---	68.0%
G.E. SUPPLY	---	58.0%
NATIONAL MILL	---	65.0%

The bid of Central Supply Company was acceoted under Purchase Order No. B-001443 for discount of 72.1% of retail cost.

Ordered sent to the Common Council on Tuesday, November 13, 1979 at 8:00 p.m.

26. Received quotations from the Purchasing Agent for the proposed purchase of three 1979 Case Model Backhoe Loaders for (one) for Water Pollution Control Maintenance and (two) Water Maintenance & Service Department

TRI-RIVER TRACTOR, INC.	---	$59,433.00
DEARING EQUIP. & SERVICE	---	57,950.00
DABNEY ENG. CO.	---	62,073.00
ALLEN COUNTY TRACTOR SALES	---	63,629.30
WARSAW POWER & EQUIP, INC.	---	58,500.00
WEISS MACHINERY CORP.	---	59,205.00

The bid of Weiss Machinery Corporation was accepted under Purchase Order No. B-001445.

Ordered sent to the Common Council on Tuesday, November 13, 1979 at 8:00 p.m.

27. Received a request from Trisco Systems, Inc., P.O. Box 912, Lima, Ohio, for oermission to barricade 116 E. Wayne - NIPSCO Bldg. on November 1, 1979 for one week weather oermitting from 8:00 a.m. to 5:00 p.m. PURPOSE: Coating side of building with oaint rollers and brushes.

Approved and permit issued.

28. Received request from Ft. Wayne Junior League - Susan Grove - 227 E. Washington Blvd., for permission to barricade 4801 Hartman on Sunday, November 4, 1979 at 8:00 a.m. to 5:30 p.m.
PURPOSE: 4 mile run - charity benefit.

Approved and permit issued.

29. Received request from Allen County Election Board, Room 200 A - Courthouse, for permission to hood parking meters on the west side of Webster Street between Wayne Street and Washington Street on Monday and Tuesday, November 5 and November 6, 1979.
PURPOSE: Provide voters parking at the Public Library Polls.

Approved and permit issued.

30. Received Change Order #1 of Fox Contractors Corporation in the decreased amount of $1,607.39 prepared and approved by the Water Engineering Department covering Water Contract 7903 - McArthur Drive - Baer Road, Phase 1.

Approved.

31. Received invoice #1 of Carrington & Associates, Inc. in the amount of $21,186.23 prepared and approved by the Street Engineering Department covering work on Resolution No. 5812-78 - Oxford Impact Area - Part III.

Approved and ordered paid by Community Development and Planning.

32. Received a request from Trisco Systems, Inc., P.O. 612, Lima, Ohio, (Harold Painter) for permission to barricade 116 E. Wayne -NIPSCO Building on Monday, October 22, 1979 until completed --- weather permitting --- from 8:00 a.m. to 5:00 p.m.
PURPOSE: Coating side of building.

Aoproved and permit issued.

Meeting adjourned at 11:00 a.

Edward W. Pa Man

Mary Alice Ti

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, October 24, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

E. H. LaMar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

2727 Busche Drive ---------- Jerry Graf
2705 Busche Dr. ---------- Jerry Graf
3B52 Stafford Dr. ---------- Hamilton Hunter

4. Received invitational bid from the Street Engineering Department for Sidewalk and Pavement Repair on Avalon Drive and Lower Huntington Road and intersection of 2505 Shady Oak Drive. Bid of Carrington & Associates, Inc. was 14% below Engineers's estimate. Amount of bid was $1,703.60. — Approved and ordered Purchase Order No, 07286 issued.

5. Received invoice of Consolidated Rail Corporation in the amount of $22,180.54 prepared and approved by the Street Engineering Department covering work and material on the Fernhill Project during August, 1979 under Resolution No. 5835-79 per Railroad Force Account Agreement. — Approved and ordered paid from LRS Account.

6. Received invoice of Hipskind Concrete Corporation in the amount of $6,953.89 prepared and approved by the Street Engineering Department covering Osage Street Walk - Resolution No. 5838-79. Note: This is invoice #1 and is City's share ONLY. — Approved and ordered paid from account #128-129-4265.

7. Received inspection report from the Water Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $2,193.12 signed by State Automobile Mutual Insurance Company for Water Contract 7906 - Catherine Avenue Water Main Extension. — Approved and ordered acceptance letter written.

8. Received inspection report from the Water Engineering Department and Completion Affidavit of T - G Excavating, Inc. with Guaranty Bond in the amount of $4,877.75 singed by Fidelity and Deposit Company of Maryland for Water Contract #7910 - Charlotte Avenue - East of Reed Road.

Approved and ordered acceptance letter written.

9. Received quotations from the Purchasing Agent for the proposed purchase on BLANKET PURCHASE ORDERS - auto batteries, filters, spark plugs, etc. for 1980 requirements for various departments:

Approved and ordered sent to the Common Council on November 13, 1979 at 8:00 p.m.

SUPPLIER:	Purchase Order #	Purchase Order #	
CROWN BATTERY ----------	*B-001461	B-4-07230**	--- for automotive batteries.
NATIONAL MILL SUPPLY --------	*B-001462	B-4-07231**	--- for oil filters, automotive batteries, spark plugs, water filters, diesel filters, air filters.
ANTHONY WAYNE MOTORS --------	*B-001463	B-4-07232**	--- for automotive batteries, oil filters, water filters, diesel filters and air filters.
R.P.S. PRODUCTS, INC. -------	*B-001465	B-4-07233**	--- automotive batteries, oil filters, water filters, diesel filters, air filters and spark plugs.

* Water Pollution Control Plant, City Utilities Garage and Filtration Plant.
** Police Garage, Street Department, Fire Garage, Traffic, Park (Lawton), EMS., Bd. of Aviation

10. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade Maple Grove at east side of Avondale on Wednesday, October 24, 1979 and barricade Avondale at south side of Maple Grove on Thursday, October 25, 1979 from 9:00 a.m. to 4:00 p.m.
PURPOSE: Running new mains.

Approved and permit issued.

11. Received a request from Marakis Sons, Inc. 4625 Euclid Blvd., for permission to barricade Fairfield - Railroad elevation overpass on October 24, 1979 from 8:00 a.m. to 6:00 p.m.
PURPOSE: painting bridge and sandblasting.

Approved and permit issued.

12. Received a request from Briscoe (Joe Spinella) 130 E. Wayne, for permission to barricade the east lane of Calhoun between Washington and bank building on October 24, 1979 from 7:00 a.m. to 3:00 p.m.
PURPOSE: Pour concrete.

Approved and permit issued.

13. A request was received from General Telephone Company, 525 Tecumseh, for permission to barricade North Drive lane of New Haven Avenue between Lombard and Roy Streets on Tuesday, October 23, 1979 from 9:00 a.m. to 4:00 p.m.
PURPOSE: Raise casting - deteriated collar.

Approved and permit issued.

14. Received a request from Salvation Army (Captain William Spyker) 1725 South Calhoun Street, for oermission to barricade sidewalks at corner of Wayne and Calhoun Streets on November 23, 1979 through December 24, 1979 at all times.
PURPOSE: Place a kettle for raising funds.

Approved and permit issued.

15. Received a request from American Legion Post #47 (Harold E. Brubaker - Chairman) 2710 S. Calhoun Street for permission to barricade the following streets on Saturday, November 10, 1979 from 7:00 p.m. to 8:00 p.m.
1. Harrison Street at Baker and Brackenridge.
2. Clinton Street at Baker and Brackenridge.
3. South side elevation at Calhoun and Grand.
4. Calhoun at Superior.
PURPOSE: Veterans' Day Parade.

Approved and permit issued.

16. Received a request from merican Legion Post #47, 2710 S. Calhoun, for oermission to hold a parade on Saturday, November 10, 1979 from 7:30 p.m. tp 9:30 p.m. Route to be traveled: Calhoun from Baker to Superior. Divisions forming at: East and West Baker between Clinton and Harrison and East and West Brackenridge between Clinton and Harrison. Aooroximate number of persons: 2,000. Animals: 25. Vehicles: 25.
PURPOSE: Veterans' Day Parade.

Aoproved and permit issued.

17. Received Water Contract No. 7909 by and between Genova, Inc. and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, to construct water main system on 13th Street from an existing 16" water main at Baer Field Thruway southward approximately 1950 ± L.F.

Approved.

Sent to the Water Engineering Department for handling.

18. Received Invoice #1 of Bercot, Inc. in the amount of $22,633.20 prepared and approved by the Water Engineering Department covering work on West Main Street Water Main Contract No. 79-XP-3.

Approved and ordered City Utilities to pay invoice from the Water Utility Fund.

19.

RESOLUTION NO. 68-109-19

WHEREAS, the Board of Public Works has received a Request to Transfer title to "BROADWAY BLOCK" property, Tract Three to Fort Wayne Redevelopment Commission, and

WHEREAS, the Board of Public Works had originally received title of Tract three of Broadway Block real estate,

NOW, THEREFORE, the Board of Public Works resolves to transfer title of Tract Three bounded by Broadway, Wilt, Lavina and Van Buren Streets commonly known as "BROADWAY BLOCK" to the Fort Wayne Redevelopment Commission.

Approved this October 24, 1979.
A true copy is incorporated herein.

Meeting adjourned at 1:50 a.m.

Henry P. Wehrenberg

Edward N. LaMar

Mary A. Good
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Monday, October 29, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar, M. G Scott
Ursula Miller

Received minutes of meetings held on Monday, October 22, 1979 at 9 a.m. and Wednesday, October 24, 1979 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance

3. Received driveway applications: — Approved and permits issued

5321 S. Anthony ----------Edward Kessel Const.
1336 Maumee (2) ----------Zumbrum Const. Co.

4. Received private sidewalk applications: — Approved and permits issued

1136 Barthold ----------E. Holliday
2703 Busche Dr. ----------Jerry Graf
2727 Busche Dr. ----------Jerry Graf
2805 Crescent ----------Walter Brown
4633 Crestwood ----------Carrington & Assoc.
SW cor. State & Goshen ----Carrington & Assoc.
1030 - 38 St. Joe Blvd. ---Carrington & Assoc.
100 block W. Wallace N.side- Brooks Const. Co.
510 W. Washington ---------- Hagerman Const. Corp.

5. Received street cut applications: — Approved and permits issued

Annette / 3909 Lake ----------		NIPSCO
1607 - 09 - 31 Beach	---	J & G Oisconnect
364 Baker (alley)	---	NIPSCO
4018 Buell (alley)	---	"
3400 California (parkstrip)	---	C.U. Water Maint.
4919 Christofer Lane	---	NIPSCO
2007 Clarmarnic (prkstrp)	---	C.U. Water Maint.
2620 Coliseum Blvd.	---	"
1702 Columbia /on Garfield	---	"
Covington, E./Ardmore (prkstrp)	---	"
1405 Curdes	---	NIPSCO
611 E. Oewald	---	"
Along Edwards S./ Covington	---	"
3231 Engle Rd.	---	"
Engle Rd. at intersec. Arrow Drive	---	"
4610 Fairfield (prkstrp)	---	C.U. Water Maint.
2302 Florida	---	NIPSCO
Gaywood & Senate (prstrp)	---	C.U. Water Maint.
2221 Glenwood	---	NIPSCO
2708 Greenview	---	"
2315 Hoagland	---	"
4910 Investment Dr. (prkstrp)	---	C.U. Water Maint.

No. r/w of W. Jefferson approx. 1,267' W/No. Bend Drive	------Gen. Tele.
2715 John	---NIPSCO
2821 Kelmar	---NIPSCO
(alley) W/ 3404 Beaver So. of Kinsmoor	--- "
2605 Knollridge (prkstrp)	---C.U. Water Maint.
W. r/w of Lakeview from 307' So. of Lorry to 407' No. of Lofty Dr.	---Gen. Tele.
5712 Lancashire Ct.	---NIPSCO
2130 Legoma (prktrp)	---C.U. Water Maint.
Lima Rd. (Panel Hut) - Prkstrp.	--- "
1229 W. Main	--- "
1123 Maxine	---NIPSCO
No. driving lane of New Haven Avenue at 2714 New Haven Avenue	Gen. Tele. ---Gen. Tele.
6904-06, 6910 - 12, 16, 18 Old Decatur Rd.	---NIPSCO.
2323 Pleasant	--- "
409 E. Pontiac	--- "
1923 Roy	--- "
428 Russel	---John Pelkington
1612 St. Joe Center Rd.	---NIPSCO
2520 Schele	--- "
2121 Seddlemeyer	--- "
E. Sherwood / 4544 Kenilworth	--- "
2427 Smith (prkstrp)	---C.U. Water Maint.
716 Snowfall Rd.	---NIPSCO
5320 E. State	--- "
5933, 5965, 6035, 6049, 6083 East State (prkstrp)	---Melvin Graber
424 W. Superior (prkstrp)	---J & G Disconnect
Sylvania Plaza & Morrow Way (prk)	---C.U. Water Maint.
809 Taylor	---
215 W. Third	---NIPSCO
No. driving lane of Tillman Rd. 183' W/ So. Anthony	---Gen. Tele.
Valdosta / 7735 Bisque Ct.	---NIPSCO
1311 E. Wallace	--- "
715 E. Wallace	--- "
928 E. Washington	--- "
116 E. Washington	---C.U. Water Maint.
3709 Wayne Trace	---NIPSCO
225 W. Leith	--- "
419 E. Lewis (alley)	--- "
1631 Beach	--- "
219 E. Williams	--- "
Ashcroft & Roberta	--- "
2914 Bowser	--- "
2501 Oliver	--- "
327 W. Wildwood	--- "
2708 Greenview (prkstrp)	--- "
SE cor. Andrew & Putnam	--- "
4716 Wayne Trace	--- "
818 E. Jefferson (alley)	--- "
927 S. Harrison	--- "
5712 Lancashire Ct.	--- "
519 Madison (alley)	--- "
1129 E. Lewis (alley)	--- "
1703 Howell (orkstrp)	--- "
619 Madison (alley)	--- "
S/E cor. Downing & Fairfield	--- "
515 Madison (alley)	--- "
2608 John	--- "

6. Received AMENDED Special Sewer Permit for construction of storm sewer to serve Versailles Village (6B-47-g). John Hartman Construction Company is to perform the construction work.

Approved and AMENDED Special Sewer Permit issued.

Board Order No. 127-79.

7. Received partial payment estimate No. 9 of Hagerman-Shambaugh (joint bidders) in the amount of $804,118.50 prepared and approved by McNamee, Porter and Seeley, Consulting Engineers, covering work on Contract 77-W-2 -Ft. Wayne Water Filtration Plant.	Approved and ordered City Utilities to pay invoice in the amount of $804,118.50. Also ordered the amount of $69,355 paid to Hagerman-Shambaugh Escrow Account at Ft. Wayne National Bank Payments are to be made from the Water Utility Fund.
8. Received a petition for the installation of sanitary sewers to serve 2502 Pontiac Street (Lot 6 Abbott Out Lot N. 80 feet).	Approved and ordered Water Pollution Control Engineering Department to investigate and report. Board Order No. 175-79.
9. Received a petition for the installation of new curbing on Kenwood between Ralston and Carew Streets.	Approved and ordered the Street Engineering Department to investigate and report. Board Order No. 174-79.
10. Received Water Contract No. 7918 orepared and approved by the Water Engineering Department between the City of Fort Wayne Utility and THE WESTBRIDGE COMPANY, INC. for the construction of water main system on Getz Road, on Breconshire Drive and on Bardsey Lane (BRECONSHIRE, I - Water Main extension).	Approved and ordered sent to the Water Engineering Department for handling.
11. Received Partial Payment Estimate #3 of Land Excavating, Inc. in the amount of $16,210.67 prepared and approved by the Water Engineering Department for Sewer Resolution No. 305-78 - Tillman Park -- Southtown Mall Lift Station.	Approved and ordered paid from Water Pollution Control Utility Fund. FINAL PAYMENT.
12. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Land Excavating, Inc. with Guaranty Bond in the amount of $2,000,000 signed by American States Insurance Company for Sewer Resolution No. 305-78 - Tillman Park - Southtown Mall Lift Station.	Approved. Ordered acceptance letter written.
13. Received invoice #70-10-210-01-14 of McNamee Porter and Seeley, Consulting Engineers, in the amount of $20,240.46 for General and Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment #1 dated March 30, 1977. CONTRACTS 77-W-2 and 77-W-3.	Approved and ordered paid by City Utilities from the Water Utility Fund.
14. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Keller Construction Company with Guaranty Bond in the amount of $3,000 signed by Fidelity and Deposit Company for BUTZ SUB. LOTS 80 - 82 SANITARY SEWER.	Approved and ordered acceptance letter written.

15. Received Sewer Improvement Resolution No. 309-79, final plans, estimate and specifications prepared by the Water Pollution Control Engineering Department for Harber Ditch - Sanitary Interceotor:

Beginning at an existing manhole located 2050± L.F. west of and 1700 ± L.F. north of the southeast corner of the northeast 1/4 Section 4, T 29N, R12E; thence southwesterly 1400±L.F. along Harber Ditch; thence southeasterly 2600 ± L.F. along Harber Ditch through Brookwood Golf Club; thence east 150 ± L.F. across Bluffton Road (State Road #1), said crossing being 1400 ± L.F. north of Ferguson Road; thence south 500 ± L.F. along Bluffton Road thence southeasterly along Harber Ditch 2300 ± L.F.; thence south 3500 ± L.F. along a fence row; thence west along a fence row 800 ± L.F.; thence southwesterly 4100 ± L.F. along Harber Ditch; thence Southeasterly 3400 ± L.F. along Harber Ditch; thence east 300± L.F. to Pleasant Township School the place of terminus. (City Paid).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors, November 23 and 30, 1979.

Receive bids on Wednesday, December 12, 1979 at 9:00 a.m.

Ordered the Water Pollution Control Engineering Deoartment to prepare bid documents.

16. Received quotations from the Purchasing Agent for the proposed purchase of Grease and Oil Requirements for 1980 under BLANKET PURCHASE ORDERS:

B-1467	AERO OIL COMPANY OF FT. WAYNE	FOR WPC Plant
B-1468	INLAND OILS, INC.	FOR WPC Plant
B-4-06802	AERO OIL COMPANY OF FT. WAYNE	For: Police Garage, Fire Garage, Traffic, Park (Lawton), Street Dept., EMS and Board of Aviation.
B-4-06803	INLAND OILS, INC.	

Approved and ordered sent to the Common Council on Tuesday, Nov. 13, 1979 at 8 p.m.

17. Received quotations from the Purchasing Agent for the prooosed purchase of Tires and Tubes Requirements for 1980 under BLANKET PURCHASE ORDERS:

*	B-1469	ALLEN COUNTY TIRE STORES
**	B-4-07234	ALLEN COUNTY TIRE STORES
*	B-1470	GENERAL TIRE COMPANY, INC.
**	B-4-07235	GENERAL TIRE COMPANY, INC.
*	B-1471	McMAHON TIRES
**	B-4-07236	McMAHON TIRES

Aporoved and ordered sent to the Common Council on Tuesday, November 13, 1979 at 8:00 p.m.

* = Water Maintenance & Service Dept, WPC Plant, Street Lighting, WPC Maintenance, Filtration Plant and C/U Garage.
** = Fire Dept., Police Garage, Lawton Park, Street Deoartment, Traffic, EMS, Board of Aviation.

Meeting adjourned at 10:55 a.m.

Henry L. Wekenborg

Ethel W. LaMar

Max A. Isch

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Wednesday, October 31, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H.P. Wehrenberg, E. H. LaMar, M. G Scott
Ursula Miller

Received minutes of meeting held on Monday, October 29, 1979 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

5208 S. Anthony	--- NIPSCO
2508 Emerson	--- "
1807 Frenchmans Crossing	--- "
Hollis Land beside 6203 Fairfield Ave.	--- "
5712 Inland Trail	--- "
1930 S. Lafayette (prkstrp)	--- C.U. Water Maint.
5704 Lancashire Ct.	--- NIPSCO
612 Lasalle (prkstrp)	--- C.U. Water Maint.
Oliver & Emily (prkstrp)	--- "
370 Penn	--- NIPSCO
5724 Sandra Lee Ave.	--- "
5706 Sandra Lee Ave.	--- "
330 W. Suttenfield	--- C.U. Water Maint.
118 E. Washington	--- "
111 W. Washington	--- "
115 W. Washington	--- "
1616 Wells (sdw.)	--- "
327 W. Wildwood	--- NIPSCO
236 W. Williams	--- "
5706 Sandra Lee	--- "
1802 Neuhaus	--- "

4. RESOLUTION NO. 68-114-4:

Approved.

WHEREAS, the Fort Wayne Redevelopment Commission has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alleys situated in Fort Wayne, Allen County, to-wit:

The North-South alley from the north right-of-way of Jefferson Street to the south right-of-way of Washington Street and the East-West alley from the east right-of-way of Harrison Street to the west right-of-way of Calhoun Street both within the block consisting of Lots 418 to 424 and Lots 448 to 453 all in Hanna's Addition to the City of Fort Wayne, Allen County, Indiana.

5. Received Building Encroachment Easement - NOTICE OF RECOGNITION OF ENCROACHMENT UPON CITY OF FORT WAYNE CONTROLLED PROPERTY AND PROVISIONS ALLOWING THE TEMPORARY CONTINUANCE OF SAME:

Re: Following described real estate: With respect to the one-story residential structure located on the west end of the following described real estate:

Lot No. Seven (7) in St. Joseph's Addition to the City of Fort Wayne, Allen County, Indiana, according to the recorded Plat thereof.

Approved.

On file in the Board of Public Works.

6. Received quotations from the Purchasing Agent for the proposed purchase under BLANKET PURCHASE ORDERS Chemicals for the year 1980:

Accepted under Purchase Orders.

Ordered sent to the Common Council on Tuesday, November 13, 1979 at 8:00 p.m.

P.O. #	SUPPLIER:	QUOTE:
B-001451	HUSKEY INDUSTRIES	-------$424.95/ton
B-001452	ULRICH CHEMICAL, INC.	-- $ .15/lb.
B-001453	CITIES SERVICE COMPANY	--$ 96.00/ton
B-001454	MARBLEHEAD LIME COMPANY	-$ 54.33/ton deliv.
B-001455	VAN WATERS & ROGERS	-----$ .8865/lb.
B-001456	HERBERT VERKAMP CHEMICAL CO.	---$135.00/cwt. dry basis
B-001457	ULRICH CHEMICAL, INC.	---$ 16.29/cwt. deliv.
B-001458	ULRICH CHEMICAL, INC.	---$136.86/ton deliv.
B-001459	ULRICH CHEMICAL, INC.	--- $136.86/ton deliv.

7. Received quotations from the Purchasing Agent for the proposed purchase under BLANKET PURCHASE ORDERS for Asphalt requirements for 1980:

Accepted under Purchase Orders.

Ordered sent to the Common Council on Tuesday, November 13, 1979 at 8:00 p.m.

* B-001480	HIPSKIND ASPHALT CORP. ----------	$16.00, 15.00, 15.00, 15.00
* B 001481	WAYNE ASPHALT & CONST. CO. -------	$22.00
* B 001482	OAILEY ASPHALT CORP. ----------	$22.00
** B-4-07237	HIPSKINO ASPHALT CORP. ----------	$16.00, $15.00, $15.00, $15.00.
** B-4-07238	WAYNE ASPHALT & CONST. CO. --------	$22.00
** B-4-07239	DAILEY ASPHALT CORP. ----------	$22.00

* for Water Maintenance & Service Dept.
** for Park Department

8. Received Business Individual Service Contract for apartment-type buildings and Business-Multiple Service Contract for hotel/motel type buildings in accordance with Section VO; Section VII B (4), R., and S; Section VIII E., F., G., and I.

Approved.

9. Received invoice #3 of Hioskind Asphalt Corporation in the amount of $7,844.94 orepared and approved by the Street Engineering Department covering work on College Street under Resolution No. 5832-79.

Aoproved and ordered paid under P.O. 07291.

10. Invitational Bids were taken by the Street Engineering Department for pavement removal and replacement - Trinity Blvd.; corner wing - walks including ramps corner Davis and Bequette. Carrington & Associates, Inc. has submitted low bid in the amount of $4,162.00.

Approved.

Ordered purchase order #07292 issued.

11. Miscellaneous Invitational Bids were received by the Street Engineering Department covering work of driveway and curb replacement at 6617 S. Calhoun St.; brick street replacement - 513 and 517 Fourth St.; concrete alley replacement - 2614 East Drive; alley pavement replacement - 817 Runnion Avenue and parkstrip restoration - 2264 Eastbrook Drive. Carrington & Associates, Inc. submitted the low bid in the amount of $4,002.75.

Approved.

Ordered purchase order #07293 issued.

12. Invitational Bids were received by the Street Engineering Department covering miscellaneous projects for curb replacement and removal: 5915 Monarch Dr., 1208 Dodge, NE & NW corner Purdue and Stanford, North Side Drive and 921 Nuttman Avenue. Hipskind Concrete Corporation submitted the low bid in the amount of $2,524.35.

Approved.

Ordered purchase order #07294 issued.

13. Received Acceptance Agreement for Partial Work Completed for Project No. 3263-43-00 EPA No. C-180538-01 recommended by HNT & B (Henry B. Steeg & Assoc. Div.) and accepted by Hagerman-Shambaugh, joint venture: FT. WAYNE WATER TREATMENT PLANT ACCEPTANCE REQUEST. D.C. Emergency Switchboard and associated 60 - cell D.C. Emergency Batteries.

Accepted on May 1, 1979.

Meeting adjourned 10:50 a.m.

Henry J. Richardson

Edward W. LaMar

Mary G. Ley

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Monday, November 5, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

7500 S. Anthony (prkstrp)	C.U. Water Maint.
Anthony & Curdes (4) (2) parkstrps)	"
4023 Aspen Ct. (prkstrp)	"
2517 S. Clinton (prkstrps)	"
S. Colonial & Capital	"
732 Curdes (2) (prkstrps)	"
536 Glazier (prkstrp)	"
1133 Goshen Rd. / Ethel (prkstrp)	"
Hoagland & W. Dewald (prkstrp)	"
4032 Indian Hill Dr. (prkstrp)	"
3430 Ivy League (prkstrp) -2	"
1314 Kenwood	"
1221 Lillie (prkstrp)	"
1006 Lower Huntington Rd. (prkstrp)	"
6911 Old Trail Rd. (orkstrp)	"
2610 Pennsylvania	Harold McComb & Son
Springfield & Kirkland	C.U. Water Maint.
1102 W. State	"
3310 E. State (prkstrp)	"
2423 Trentman (prkstrp)	"
Webster & Suttenfield (prkstrp)	"
500 W. Washington (alley)	NIPSCO
1313 Maumee	"
1241 W. Sherwood Terrace	"

4. Received driveway application:

Approved and permits issued.

7020 Ardmore	Brooks Const.
1812 Frenchman's Crossing	Front Homes
3515 S. Broadway	Edward Kessel
510 W. Washington	Hagerman Const. Co.

5. Received inspection report and Primary Assessment Roll prepared by the Water Pollution Control Engineering Department for Sanitary Sewer Resolution No. 877-79 for the construction of sanitary sewer to serve Wilkie's Addition, Sections A and B.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment, Nov. 16 and Nov. 23, 1979.

Hearing on Confirmation of Assessment Roll Thursday, December 6, 1979.

Notices to be mailed November 23, 1979.

6. Received street cut applications:

7500 S. Anthony (prkstrp)	----------C.U. Water Maint.
Anthony & Curdes (2) parkstrps)	--- "
4023 Aspen Ct. (prkstrp)	--- "
2517 S. Clinton (prktrp)	--- "
S. Colonial & Capital	--- "
732 Curdes (2) (prkstrps)	--- "
636 Glazier (prkstrp)	--- "
1133 Goshen Rd. (prkstrp)	--- "
Hoagland & W. Dewald (prkstrp)	--- "
4032 Indian Hill Dr. (prkstrp)	--- "
3430 Ivy League (2) (prkstrp)	--- "
1314 Kenwood	--- "
1221 Lillie (prkstrp)	--- "
1006 L. Hungington (prkstrp)	--- "
6911 Old Trail Rd. (2) (prkstrp)	--- "
2610 Pennsylvania (alley)	---Harold McComb & Son
Springfield & Kirkland	--- Water Maint.C.U.
1102 W. State	--- "
3310 E. State (prkstrp)	--- "
2423 Trentman (prkstrp)	--- "
Webster & Suttenfield (prkstrp)	--- "
500 W. Washington (alley	---NIPSCO
313 Maumee	--- "
1241 W. Sherwood Terrace	--- "
2914 Bowser	--- "

7. Received Change Order No. 1 of T & G Excavating, Inc. in the amount of $23,335.60 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 307-79 - Ranchwood, Phase I - Sanitary Sewer.

Approved.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

8. Received invoice of Primco, Inc. in the amount of $2,775.00 approved by the Street Engineering Department covering Resolution No. 5853-79 - BUILDING DEMOLITION - (424 W. Superior) for Ewing-Wells-Fairfield Bridge Project.

Approved and ordered paid from account 402-338-338-4307.

Void this ENTRY.

9. Received quotation from the Purchasing Agent for the proposed Lease for two years Disk Storage Unit IBM-3350 Model B-2 for Data Processing Department.

Approved bid of I.B.M. Corporation under Purchase Order No. B-1487 for the amount of $880.00 /month for two years.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

10. Received petition for the installation of ornamental lighting in lieu of the standard lights as proposed by the developer of Lofton Woods III (Landover Place, Highgate Place and Ouprey Drive areas).

Approved and ordered the Street Lighting Engineering Department to investigate and report.

Board Order No. 178-79.

11. A request was received from Marakis Sons, Inc. P.O. Box 1215, for permission to barricade Harrison under elevation at Superior on November 2, 1979 for nine days.
PURPOSE: Sandblasting and painting.

Approved and permit issued.

12. A request was received from Marakis Sons, Inc. P.O. Box 1215, for permission to barricade Calhoun Elevation on November 5, 1979 until finished from 8:00 a.m. to 6:00 p.m.
PURPOSE: Sandblasting and painting.

Approved and permit issued.

RESOLUTION NO. 68-119-13

13.

WHEREAS, the City of Fort Wayne, by and through its Board of Public Works and through its Board of Commissioners, have entered into an agreement for the construction of the Fairfield-Ewing-Wells Street bridge; and

WHEREAS, the cost to the City of Fort Wayne will not exceed $867,953.43; and

WHEREAS, said money will be expended from the Local Road and Street Account 402-338-338-4307:

NOW, THEREFORE, the Board of Public Works hereby allocates, appropriates and encumbers 1979 and 1980 Local Road and Street Account funds to Account 402-338-338-4307 in an amount sufficient to pay for city's share of said bridge construction in the amount of $867,953.43.

Approved this 5th day of November, 1979.
A true copy is incorporated herein.

RESOLUTION NO. 68-119-14

14. WHEREAS, the current Street Light Maintenance Contract with T & F Construction Company was extended to November 4, 1979; and

WHEREAS, the Board of Public Works has ordered the Street Light Engineering Department to prepare bid documents for a new contract:

NOW, THEREFORE, the Board of Public Works hereby extends the expiration date of the present contract to January 31, 1980 or the date upon which the newly bid contract becomes legal and binding, whichever date comes first.

Approved this 5th day of November, 1979.
Copy on file in the Board of Public Works.

Meeting adjourned at 10:00 a.m.

Henry P. Wehrenberg

Edward W. LaMan

Mary Jo Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, November 14, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar
M. G Scott
Ursula Miller

Received Minutes of Meetings held on Wednesday, October 31, 1979 at 9 a.m. and Monday, November 5, 1979 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

5920 S. Anthony (prkstrp)	--- J & G Disc.
5327 Ardmore	--- NIPSCO
1119 E. Berry	--- J & G Disconnect
7725 Bisque Ct.	--- NIPSCO
E. r/w 786' So/Covington Rd. to 804' south of Covington and from east to west r/w of Connett	--- Gen. Tele.
	--- Gen. Tele.
1812 Frenchman's Crossing	--- NIPSCO
2635 Goshen Rd.	--- Meek Mack, Inc.
2719 Hanna	--- J & G Disconnect
634 S. Harrison	--- NIPSCO
5120 Investment Dr.	--- "
235 W. Jefferson	--- J & G Disconnect
938 Lake (alley)	--- NIPSCO
5805 Larchwood	--- "
Leesburg / 1716 Westgate	--- "
1417 E. Lewis (alley)	--- RG Plumb. & Heat.
Loughnest Dr. 4010 N. Washington Rd.	--- NIPSCO
720 W. Main	--- "
1326 Maumee	--- R.G. Plumb. & Heat.
1322 McClellan	--- J & G Disconnect
1802 Neuhaus Rd.	--- NIPSCO
3685 Northrop	--- "
4111 Parnell	--- "
Radcliffe / 2416 E. Paulding Rd.	--- "
2021 Research	--- Shambaugh & Son, Inc.
1915 St. Joe Center Rd.	--- NIPSCO
500 W. Washington (alley)	--- "
1113 E. Wayne	--- J & G Disconnect
5530 Werling	--- NIPSCO
1133 Goshen	--- "
3712 Senate (prkstrp)	--- "
5016 Marston (prkstrp)	--- "
4107 Central	--- "
2825 Oliver	--- "
1728 Andrew	--- "
S. Anthony No. & So. of intersec. Paulding Rd.	--- "
1018 S. Barr (alley)	--- "
Alley So. of Washington at Barr St.	--- "
2624 Central	--- "
1001 & 1021 S. Clinton (alley)	--- "
5416 Cloverbrook (prkstrp)	--- "

3700 Blk. Daveway Dr.	--- NIPSCO
539 E. Dewald	--- "
Dichotomy Ct. / 3410 - 3412 Shoaff Park River Dr.	--- "
6305 Durango Dr.	--- "
2825 Edwards	--- "
936 Elmer	--- "
2404 Forest Park Blvd.	--- "
1624 N. Glendale (prkstrp)	--- C.U. Water Maint.
Harrison & Woodland (prkstrp)	--- "
4140 Indiana (prkstrp)	--- "
2300 W. Jefferson	--- NIPSCO
2626 Kensington	--- "
1132 Kinsmoor	--- "
4011 S. Lafayette (prkstrp)	--- C.U. Water Maint.
921 Louisedale	--- NIPSCO
5011 Marston DR. (prkstrp) (2)	--- C.U. Water Maint.
935 Morrow Way (prkstrp)	--- "
Oliver & Eckart	--- "
2100 Blk. Ontario (prkstrp)	--- "
Pursley & S. Calhoun (orkstrp)	--- "
3712 Senate	--- NIPSCO
4104 and 4110 Sherman (2) (prkstrp)	--- C.U. Water Maint.
1648 Sinclair	--- "
6109 E. State	--- NIPSCO
500 E. State	--- "
Vance & Inwood (prkstrp)	--- C. U. Water Maint.
3920 Webster	--- "
430 E. Wildwood	--- NIPSCO.
5414 Wilkie Dr. (prkstrp)	--- C.U. Water Maint.
(alley) entrance on Darrow West of Calhoun	--- Gen. Tele.
1317 E. Wayne	--- NIPSCO
1616 E. Wayne (prkstrp)	--- "
517 Southview	--- "
4616 Tacoma (prkstrp)	--- "
520 - 524 W. Brackenridge (prkstrp)	--- "
3520 Indiana (alley)	--- "
1447 Summit	--- "
5806 Wayne Trace	--- "
1405 Curdes	--- "
Anthony at Paulding	--- "
3410 - 3412 Shoaff Pk. River Dr.	--- "
5231 Industrial Rd.	--- "
5705 Larchwood Dr. to 5707 Larchwood	--- "

4. Received private sidewalk applications:
   3204 Paulding Rd. ----------Albrecht-Roussel
   1202 Fairfield ----------L. K. Bauer
   2002 Fairfield ----------Jackson Reconst.
   3320 E. State ----------M. Kinder & Sons
   1634 Third ----------L. K. Bauer
   314 Russell ----------Ned Keener

5. Received driveway application:

   2021 Research Drive ----------Silkworth Construction
   Ardmore 1000' S/o Sandpoint Rd.--M. Kinder & Sons

6. Received request from Frank Brisco Construction Company, 130 E. Wayne, for permission to barricade Washington Street North Lane - One Lane Only - on Tuesday, November 6, 1979 from 8:00 a.m. to 10:00 a.m.
   PURPOSE: Pour concrete.

   Approved and permit was issued.

7. Received request from Norfolk and Western Railroad, P.O. Box 1215, for permission to barricade Covington Road - N & W Crossing from November 7 to November 13, 1979 and also November 13 to November 19, 1979 from 7:00 a.m. to 5:00 p.m.
   PURPOSE: Raising and resurfacing crossing.

   Approved and permit was issued.

8. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade (hood meters) on Home Avenue - South Wayne to Fairfield on November 8 and 9, 1979 at all times.
PURPOSE: Installation of gas mains.

Approved and permit was issued.

9. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade Anthony at Paulding on November 5, 6 and 7, 1979 from 8:00 a.m. till 3:30 p.m.
PURPOSE: Repair gas main.

Approved and permit issued.

10. Received a request from Ken Traylor, Street Engineering Department - City-County Building, for permission to barricade City-County Parking Plaza on Wednesday, November 7, 1979 for about 30 days - at all times.
PURPOSE: Deck and fill cracks on parking lot area.

Approved and permit issued.

11. A request was received from Shambaugh & Sons (Fire Protection Division), 9011 Front, for permission to barricade Progress Road (open to Seyfert West Drive) on Monday, November 12, 1979 from 7:30 a.m. until 4:00 p.m.
PURPOSE: Lay water main to Magnavox Company.

Approved and permit was issued.

12. A request was received from NIPSCO, (Joe Bishop - 114 E. Wayne) for permission to barricade Northrop and Edgewood - northbound lane of Northrop closed, on Monday, November 12 and Tuesday, November 13, 1979 from 8:00 a.m. to 4:00 p.m.
PURPOSE: Separate gas main.

Approved and permit issued.

13. A request was received from Indiana & Michigan (Ray McGuire) 2101 Spy Run, for permission to barricade Clinton - east two lanes north of Washington to alley on November 12, 1979 until Monday, December 10, 1979 around the clock.
PURPOSE Summit Square.

Approved and permit issued.

14. Received invoices from Street Engineering Department for Engineering Services from January 2, 1979 thru October 6, 1979 on Community Development and Planning Projects as follows:

Approved. Ordered forwarded to Community Development and Planning for payment to the City Controller.

Total payment is $22,853.32.

1. (invoice #2) LaRez Impact Area, Phase I, Resolution 5814-78, B.O. 130-78 ----------$1,407.86

2. (invoice #2) Hanna-Creighton Impact Area, Phase II, Resolution No. 5809-78, B.O. #99-78 ----------$ 50.83

3. (invoice #2) Nebraska Impact Area, Phase III, Resolution #5802-78, B.O. 51-76 and #261-265-77.----------$ 44.71

4. (invoice #2) Oxford Impact Area, Phase III Resolution No. 5812-78, B.O. 49-78--- $1,240.86

5. (invoice #2) Nebraska Impact Area, Phase IV, Resolution 5827-79, B.O. 192-78- $2,039.97

6. (invoice #1) Northwest Central Impact Area Phase III, Resolution No. 5827-79, B.O. No. 198-78---------- $1,056.87

7. (invoice #2) Hanna-Creighton Impact Area, Phase III, Resolution No. 5828-79, B.O. 187-78 ---------- $ 862.14

8. (invoice #2) LaRez Impact Area, Phase II, Resolution No. 5829-79 B.O. 199-78 ----------$3,968.16

9. (invoice #2) East Central Impact Area, Phase IV, Resolution No. 5828-79 B.O. 187-78 ----------$3,415.98

10. (invoice #2) West Central Impact Area, Phase IV, Resolution No. 5827-79 B.O. 193-78 ----------$2,317.79

11. (invoice #2) Oxford Impact Area, Phase IV, Resolution No. 5829-79 B.O. 190-78. ----------$6,448.15

15. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $2,928.74 approved by the Street Engineering Department for professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1979 letter of authorization regarding CRESCENT AVENUE. (Services from 5-28-79 thru 9-29-79). ENVIRONMENTAL ASSESSMENT. 78-16-690-001-03.

Approved and ordered paid from LRS Account #317.

16. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $3,845.04 aporoved by the Street Engineering Department for orofessional services in accordance with the November 6, 1979 Engineering Agreement and the January 18, 1979 letter of authorization regarding LAKE AVENUE. (Services from 5-28-79 thru 9-29-79). ENVIRONMENTAL ASSESSMENT.

Approved and ordered paid from LRS Account #334.

17. Received Indiana Construction Company, Inc. invoice for amount of $880.00 approved by the Street Engineering Department for removal and replacement of corner sidewalk at northwest corner of Calhoun and Berry Streets.

Approved and ordered paid from Purchase Order No. 4-07267.

18. Received invoice of Hioskind Asphalt Corporation in the amount of $1,600.00 approved by the Street Engineering Department covering construction of new catch basin on southwest corner of Sherman and Elmer Streets.

Approved and ordered paid from Account #402-330-330-4265.

19. Received invoice of Emil P. Holliday in the amount of $1,751.00 aporoved by the Street Engineering Department covering removal and repair of northwest corner and southwest corner of Scott and Broadway.

Approved and ordered paid from Purchase Order No. 4-06769. (FUND 402-128-129-4265).

20. Received invoice of Emil P. Holliday in the amount of $1,998.87 approved by the Street Engineering Department covering replacement of sidewalk adjacent to Emmaus Lutheran Church 2320 Broadway.

Approved and ordered paid from Purchase Order No. 4-06745. (FUNO 402-128-129-4265).

21. Received invoice # of Carrington & Associates, Inc. in the amount of $25,588.15 approved by the Street Engineering Department covering work performed under Resolution No. 5812-78 - Oxford Imoact Area, Phase III.

Approved and ordered paid by Community Oevelopment and Planning.

22. Received invoice of Hipskind Concrete Corporation in the amount of $25,027.29 approved by the Street Engineering Department for work covered by Resolution No. 5829-79 - La-Rez, Phase II - Oxford, Phase IV.

Approved and ordered Community Development and Planning to pay invoice.

23. Received invoice #15 of Spears-Dehner, Inc. in the amount of $5,139.57 approved by the Street Engineering Department covering work performed from October 1, 1979 to November 4, 1979 on Resolution No. 5797-78 - JEFFERSON - MAUMEE - WASHINGTON.

Approved and ordered paid by City Controller. Also ordered $571.07 paid to Escrow Account at Lincoln National Bank & Trust Company. Payments are to be made from the LRS Fund.

24. Received invoice #4 of Hipskind Asphalt Corp. in the amount of $6,469.20 approved by the Street Engineering Department covering work on Resolution No. 5826-79 - Bluffton - Old Trail Road Intersection.

Approved and ordered paid from Account #310.

25. Received invoice #2 of L. W. Dailey, Inc. in the amount of $2,617.65 approved by the Street Engineering Department covering work on Resolution No. 5828-79 - EAST CENTRAL, Phase IV.

Aoproved and ordered paid by Community Development and Planning.

26. Received invoice #3 of Rieth-Riley Construction Company, Inc. in the amount of $79,860.80 prepared and approved by the Street Engineering Department covering work performed under Resolution No. 5831-79 - HOBSON RD. -LAKE AVENUE INTERSECTION.

Approved and ordered paid from LRS Account #333.

27. Received invoice #3 of L. W. Dailey, Inc. in the amount of $57,554.64 prepared and approved by the Street Engineering Department covering work oerformed on Main Street Reconstruction project - Resolution No. 5833-79.

Aooroved and ordered paid by Redevelopment Commission.

28. Received invoice of Consolidated Rail Corporation in the amount of $20,324.79 prepared and approved by the Street Engineering Department covering installation of rubber pad crossing and cantilevered flashing light signals with short arm gates at Fernhill Avenue extended (RESOLUTION NO. 5835-79). (R.R. Force Account Agreement).

Approved and ordered paid from LRS Account #329.

29. Received invoice #3 of Moellering Construction Company, Inc. in the amount of $90,777.87 prepared and approved by the Street Engineering Department covering work performed on Resolution No. 5845-79 - RESURFACING in 5th Councilmanic District.

Approved and ordered paid from Revenue Sharing Account.

30. Received invoice #2 of Moellering Construction Company, Inc. in the amount of $45,834.51 prepared and approved by the Street Engineering Department covering work under Resolution No. 5846-79 - RESURFACING McKINNIE AVENUE - Hanna to Anthony.

Approved and ordered paid from 1979 Resurfacing Funds.

31. Received invoice #3 of Moellering Construction Company, Inc. in the amount of $72,311.00 orepared and approved by the Street Engineering Department covering work performed on Resolution No. 5847-79 - 1979 RESURFACING in 6th District.

Approved and ordered paid from 1979 Revenue Sharing Account.

32. Received invoice of Fen-Guard Corporation in the amount of $14,602.75 prepared and approved by the Street Engineering Department for the installation of guardrail on Industrial Road in the 5700 block under Resolution No. 5848-79.

Approved and ordered paid by MVH Fund.

33. Received Agreement for Professional Services between the City of Fort Wayne, Indiana, and Butler, Fairman and Seufert, Inc. for preparation of a Design Study Report for the Hobson Road portion of the St. Joe Road - Hobson Road construction project.

Approved. A true copy is incorporated herein.

34. Received Contract, Guaranty and Liability Bonds of F. E. Gates Company, DBA Structural Concrete Services in the amount of $27,940.60 prepared by the Street Engineering Department signed by St. Paul Fire & Marine Insurance Company Resolution No. 5836-79 for improving by repairing cracks and joints in the surface of the City-County Building Parking Plaza.

Approved.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

35. Received quotations from the Purchasing Agent for the proposed purchase of materials for the construction of Washington Center and Huguenard Road Feeder Main for the Water Engineering Department:

U.S. PIPE & FOUNDRY COMPANY --------$88,666.35

TREATY COMPANY ----------$25,253.40

The bid of U.S. Pipe & Foundry Company was accepted under Purchase Order No. 001515.

The bid of Treaty Company was accepted under Purchase Order No. 001516.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

36. Received quotations from the Purchasing Agent for the proposed purchase of FIRE HYDRANTS for 1980 under BLANKET PURCHASE ORDER for the Water Maintenance & Service Department:

TREATY COMPANY ----------$418.48/ea.
Est. $62,772.00.

MUELLER COMPANY ----------$421.40/ea.

The bid of Treaty Company was accepted under Purchase Order No. 001528.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

37. Received quotations from the Purchasing Agent for the Blanket Order for GASOLINE from January 1, 1980 through December 31, 1980 - requirement will be released on departmental purchase orders:

SUPPLIER:	CIVIL CITY P.O. #	C.U. P.O. #
SUMMIT CITY STANDARD---	B4-07009	B001521
SMITH PETROLEUM ---	B4-07010	B001522
LASSUS BROTHERS ---	B4-07011	B001523
SUPERIOR ENERGY ---	B4-07012	B001524
INLAND OILS ---	B4-07013	B001525
McINTOSH OIL COMPANY---	B4-07014	B001526

Bids accepted under Purchase Orders in total amount of $513,464.70.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

38. Received quotations from the Purchasing Agent for the proposed purchase of Bronze Fittings for 1980 under BLANKET PURCHASE ORDERS: Material is for the Water Maintenance and Service Department:

TREATY COMPANY ----------$10.158/ea.
(Est. $10,158.00)

UNDERGROUND PIPE & VALVE -----$13,375.00 Estimated

The bid of Treaty Company was accepted under Purchase Order No. 001530.

The bid of Underground Pipe & Valve was accepted under Purchase Order No. 001529.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

39. Received quotations from the Purchasing Agent for the BLANKET PURCHASE ORDER for Copper Pipe for 1980 for Water Maintenance & Service Department:

V.R. MYERS

NATIONAL MILL CO.

WAYNE PIPE COMPANY

The lowest bid of V. R. Myers Pump was accepted under Purchase Order No. 001535. Estimated total amount is $55,515.00.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

40. Received Change Order No. 4 of Hagerman-Shambaugh, Joint bidders, in the amount of $10,886.00 prepared and approved by McNamee, Porter & Seeley, Consulting Engineers, for Water Works Improvements Filtration Plant Additions - CONTRACT 77-W-2.

Approved.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

41. Received request of General Electric Company for a License Agreement to fence in a parking lot enclosing part of Nelson Street and various alleys.

Public Hearing to be held on Thursday, January 3, 1980 at 3:30 p.m.

Ordered General Electric Company to cause a legal notice of said Hearing to be published at its expense in Fort Wayne Journal-Gazette and Fort Wayne News-Sentinel on December 7 and December 14, 1979.

42. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Land Excavating, Inc. with Maintenance Bond in the amount of $1,275 signed by American States Insurance Company for STONEY CREEK OFFICE - Meister Development Corp. SANITARY SEWER.

Approved.

Ordered acceptance letter written.

43. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company, Inc. with Maintenance Bond in the amount of $5,437.50 signed by State Automobile Mutual Insurance Company for OFF-SITE SANITARY SEWER FOR TANBARK, SECTION II.

Approved.

Ordered acceptance letter written.

44. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company, Inc. with Maintenance Bond in the amount of $4,587.50 signed by American States Insurance Company for ON-SITE SANITARY SEWER FOR TANBARK, SECTION II.

Approved.

Ordered acceptance letter written.

45. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Land Excavating, Inc. with Maintenance Bond in the amount of $9,500 signed by American States Insurance Company for STONEY CREEK PROFESSIONAL VILLAGE SANITARY SEWER.

Approved.

Ordered acceptance letter written.

46. Received inspection report from the Water Engineering Department and Completion Affidavit of Nobis Construction Company, Inc. with Guaranty Bond in the amount of $68,185.00 signed by Fidelity and Deposit Company of Maryland for WATER CONTRACT NO. 76-XP-3 - PARAMOUNT - WASHINGTON CENTER ROAD FEEDER MAIN.

Approved.

Ordered acceptance letter written.

47. Received "NOTICE OF WATER MAIN EXTENSION" for Contract No. 76-XP-3 prepared by D. L. Foland Water Engineering Department, for construction of water main on Washington Center Road, Lima Road and Paramount Road area.

Approved. A true copy is incorporated herein.
Ordered sent to the Water Engineering Department for recording.

48. Invitational bids were taken by the Street Engineering Department miscellaneous repairs on Washington Center Road, North east corner of Barr and Madison and southwest corner of Paulding Road and Turtle Creek Drive:

HIPSKIND CONCRETE CORPORATION --------$4,511.35

CARRINGTON & ASSOC., INC. ----------$4,934.95

Approved.

Purchase Order No. 07310 issued to cover project. Hipskind Concrete Corp. is awarded purchase order.

49. Received Memorandum from BUTLER, FAIRMAN AND SEUFERT, INC. dated October 3, 1979, to the Allen County Board of Commissioners pertaining to ST. JOE ROAD - EVARD TO S.R. #37 AGREEMENT dated July 28, 1970.

Approved.

On file in the Board of Public Works.

50. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Weiss Sales & Leasing to tap a sewer to serve 5101 Industrial Road. Said permission is conditioned upon the payment of the sum of $1,615.64 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. SC-68-6, dated March 12, 1979 who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $1,615.64 to William R. Leininger which sum was deposited with the City by applicant to be distributed as set out in the Special Sewer Tap Agreement.

51. Received Change Order #1 of Hagerman Construction Corporation in the amount of $94,550.00 prepared and approved by Martindale Tourney Gibson, Inc. Architects, for project - CIVIC CENTER PARKING GARAGE.

Approved.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 p.m.

52. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of A. D. Delagrange Construction Company with Maintenance Bond in the amount of $1,500.00 signed by International Fidelity Insurance Company for SHOAFF PARK RIVER ESTATES, SECTION B - SANITARY SEWER only.

Approved.

Ordered acceptance letter written.

53. Received Special Sewer Permit for Northeastern Construction Company prepared and approved by the Water Pollution Control Engineering Department to construct sanitary sewer known as SUMMERFIELD, SECTION I SANITARY SEWER.
25% of value of work MAINTENANCE BOND shall be furnished to the Board of Public Works at the time contractor files Completion Affidavit.

Approved and Special Sewer Permit issued.

Board Order No. 180-79.

54. Received recommendation from the Street Engineering Department for the installation of street lighting in the 5700 block of Industrial Road. (Res. No. 5849-79).

Aoproved. Ordered Street Engineering proceed.

Board Order No. 181-79.

55. Received Acceptance Agreements on Project EPA C-180538-01 Water Quality Control Project - as recommended by HNT & B (Steeg Division) and accepted by Hagerman-Shambaugh (joint bidders) on DIVISION I:
(a) 16 Fischer & Porter air flow meters.
(b) One Fischer & Porter lime sludge flow meter.
(c) Two Dezurik electric operated plug valves.

Approved.

Warranty and guarantees established as follows:
(a) April 1, 1979.
(b) October 1, 1979.
(c) September 1, 1979.

56. RESOLUTION NO. 68-128-56

Void This ENTRY 3-2-81

WHEREAS, the Board of Public Works issued a Purchase Order 4-05208 in amount of $3,793.50 to Robert Houser for repair of pavement in vicinity of 2606 Prairie Grove Avenue; and

WHEREAS, after work was commenced it was discovered that additional deterioration had occurred in this area and Street Engineering advised that additional work must be done in the amount of $6,090.00; and

WHEREAS, an Emergency exists for the repair of this street:

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists for completing this street repair and orders a Purchase Order issued to Robert Houser in the additional amount of $6,090.00.

Approved and adopted this 14th day of November, 1979.
A true copy is incorporated herein.

57. Received invoice #5 of Spears-Dehner, Inc. in the amount of $114,097.02 approved by the Street Engineering Department covering work performed from October 1, 1979 to November 4, 1979 on Resolution No. 5835-79 - Fernhill Avenue.

Approved and ordered paid by City Controller.
Also ordered $12,677.45 paid to Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from LRS Fund.

58. Received a petition for the installation of ornamental street lighting on Arrow Drive from Engle Road to southern terminus of Arrow Road.

Approved.

Ordered Street Lighting Engineering Department to investigate and report.

Board Order No. 182-79.

Meeting adjourned at 11:15 a.m.

Henry P. Wehrenberg

Ethel W. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Clerk

Monday, November 19, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT — H. P. Wehrenberg, E. H. LaMar
Ursula Miller, Secretary and Clerk — Ursula Miller

Received Minutes of Meeting held on Wednesday, November 14, 1979 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application: — Approved and permit issued.

700 Sherman ----------Schinner & Truemper

4. Received street cut applications: — Approved and permits issued.

537 E. Brackenridge (alley)	---	NIPSCO
510 E. Brackenridge (alley)	---	"
6400 Bristol Rd. (orkstrp)	---	C.U. WATER MAINT.
7405 Burnsdale	---	NIPSCO
2721 S. Calhoun (alley)	---	"
4114 N. Clinton (orkstrp)	---	C.U. WATER MAINT.
503 and 515 Corwin Lane (orkstrp)	---	"
3032 Covington Rd.	---	NIPSCO
North side of Darrow at the west of Calhoun St.	---	GEN. TELE.
4927 Eastwick (orkstrp)	---	C.U. WATER MAINT.
2830 Edwards	---	NIPSCO
5905 Fernwood (orkstrp)	---	C. U. WATER MAINT.
520 Fifth	---	"
2707 Glenwood	---	"
1312 Harmar	---	NIPSCO
530 S. Harrison	---	"
Hobson Rd. / 3202 E. State	---	"
3116 Hobson Rd. (orkstrp)	---	C.U. WATER MAINT.
5231 Industrial Rd.	---	NIPSCO
6216 Kent Rd.	---	C. U. WATER MAINT.
3135 Kirkfield (orkstrp)	---	"
6224 Landsdown (orkstrp)	---	"
5200 blk. Nevada	---	NIPSCO
4900 blk. Northrop	---	C. U. WATER MAINT.
2822 Nuttman	---	NIPSCO
3014 Oxford	---	NIPSCO
1010 Production Rd.	---	"
2312 Rehm Dr.	---	"
225 Rexford (orkstrp)	---	C.U. WATER MAINT.
S/o St. Joe Ctr. Rd. and E/o N. Clinton St.	---	Ind. & Mich. Elec.
1200 to 1500 Shoreview	---	Kee Electric. Co.
6310 Southcrest (orkstrp)	---	C.U. WATER MAINT.
Along So. Wayne No. of the intersec. of Wildwood Ave.	---	NIPSCO
1500 blk. W. State		C.U. WATER MAINT.
Along Wildwood Ave. North of South Wayne	---	NIPSCO

4506 Winter (driveway)	---	C.U. WATER MAINT.
527, 529, 533, 535, 617 - 619, 627 - 629, 807 - 809 - 827 Villa Park Ct. (nrkstrn)	---	NIPSCO
3800 N. Clinton (prkstro)	---	"
6020 - 24 Dicotomy Ct. (prkstrp)	---	"
1624 Sinclair	---	"
On Summer 180' S/o Pennsylvania	---	"
Roy St. 161' north of Maumee (orkstrp)	---	"
2523 Caroline	---	"
2201 Hanna	---	"
1422 E. Lewis	---	"
1414 Hayden	---	"
1021 Liberty	---	"

5. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Account write-offs as per list submitted:Water: $5,082.24 and Sewer: $3,400.91 (total: $8,483.15). — Approved.

6. Received preliminary cost estimates for ornamental lighting in Lofton Woods area. Res. 139-79 — Approved. Ordered Street Light Engineering Department to prepare Resolution providing for payment of $11,146.69 by the developer, Village Two, Inc. and the balance by property owners.

7. Received invoice #1 of Dailey Asphalt Products Company in the amount of $15,060.49 approved by the Street Engineering Department for work performed under Resolution No. 5849-79 Oxford and Bluffton Road. — Approved and ordered paid from 1979 Resurfacing Funds.

8. Received invoice of Carrington & Associates, Inc. in the amount of $3,541.06 approved by the Street Engineering Department for miscellaneous repairs and replacements: Lewis and Summit: State and Goshen and 1030 and 1038 St. Joe Blvd. — Approved and ordered paid from Purchase Order No. 4-06755.

9. Received invoice of Carrington & Associates, Inc. in the amount of $2,980.05 approved by the Street Engineering Department for repair of alley at 1816 Lynn and curb replacement at 4310 and 4314 Fairfield Avenue. — Approved and ordered paid from Purchase Order No. 4-06754.

10. Received Invoice #1 of Dailey Asphalt Products Company in the amount of $67,670.42 approved by the Street Engineering Department for Anthony Boulevard Re-surfacing - Resolution No. 5851-79. — Approved and ordered invoice paid from 1979 Resurfacing Funds.

11. The following bids were received by the Purchasing Agent for the proposed purchase of following: — Approved purchase subject to approval of the Common Council on Tuesday, November 27, 1979 at 7:30 P.M.

1. HEFNER CHEVROLET, INC. --- One 1980 Monza 2-door Hatchback at $5,000.00 (P.O. #001541)
2. HEFNER CHEVROLET, INC. --- Two 1980 Model CK10703 1/2 ton pickups at $13,842.00 (P.O. 001542)
3. HEFNER CHEVROLET, INC. --- Two 1980 Monza 2-door Hatchback at $10,000.00. (P.O. 001543).
4. HEFNER CHEVROLET, INC. --- One 1980 Chev. 1/2 Ton 4-wheel Dr. pick up truck at $7,873.00 (P.O. 4-07005-1
5. HEFNER CHEVROLET, INC. --- Two 1980 Chev. Monza 2-door Hatchbacks at $10,000.00. (P.O. 4-07006).

NOTE : Items #1 and #2 are for Water Pollution Control Plant.
Item #3 is for Technical Services Department.
Item #4 is for Traffic Engineering Department.
Item #5 is for City Utilities Garage.

PRICES ARE FIRM FOR TRUCKS. CARS MAY BE SUBJECT TO SLIGHT INCREASE. IF SO, CORRECTIVE PURCHASE ORDERS WILL BE SUBMITTED.

12. Received quotations from the Purchasing Agent for the BLANKET purchase for casting requirements for 1980 for the Water Pollution Control Maintenance Department:

NEENAH FOUNDRY ----------Estimated total $6B,400.00

TREATY COMPANY ----------Estimated total $74,350.00

McVEY - MIDLAND PIPE -----Estimated total $62,100.00

Approved bid of McVey-Midland Piping under Purchase Order No. 001539.

Ordered sent to the Common Council on Tuesday, November 27, 1979 at B p.m.

13. Received the following quotations from the Purchasing Agent for the BLANKET Purchase Order for 1980 covering requirements for Stone, Sand, Top Soil and Various Aggregates for the following departments:

Approved.
Ordered sent to the Common Council on Tuesday, November 27, 1979 at B:00 p.m.

SUPPLIER:	CIVIL * CITY P.O.	C.U. **P.O. #
KLINK TRUCKING, INC.	--- B4-07034	B-001553
MAY STONE & SAND, INC.	--- B4-07036	B-001554
PAUL C. BRUDI STONE & GRAVEL, INC.	--- B4-07037	B-001551
MIDWEST AGGREGATES CORPORATION	--- B4-07035	B-001552
CANYON SAND & GRAVEL, INC.	--- B4-0703B	B-001556

* STREET DEPT., PARK DEPARTMENT AND PARKING ADMINISTRATION
** FILTRATION PLANT, WPC PLANT, STREET LIGHTING, WATER MAINTENANCE & SERVICE AND WPC MAINTENANCE.

14. Received invoice of Leepoxy Plastics, Inc. in the total amount of $735.00 approved by the Street Engineering Department in conjunction with MAIN STREET PROJECT - Resolution NO. 5833-79.

Approved and ordered paid by Purchase Order No. 07323.

15. Received estimate of L. W. Dailey, Inc. in the amount of $944.16 (labor charges to install Leepoxy) in conjunction with Resolution 5833- Main Street Reconstruction.

Approved and Purchase Order 07324 issued.

16. Received Corporate Deed whereby Fort Wayne Community Schools conveys and warrants to The City of Fort Wayne, Indiana, the following described real estate in Allen County, in the State of Indiana:

Lots 212, 213, 214, 215, 216, 217, 218, 246 and the North 3 feet of Lot 247, in Hamilton's Fourth Addition to the City of Fort Wayne, according to the recorded plat thereof.

Subject to all easements, restrictions and limitations of record and to all applicable zoning ordinances.

Grantor certifies that there is no Gross Income Tax due and owing to the State of Indiana by reason of this conveyance.
Instrument M-9903 - #79-34484.

Approved and on file in the Board of Public Works. A true copy is incorporated herein.

17. Received a request from Seymour Samet Company, 1211 E. Wallace, for permission to barricade one lane of Brackenridge, Douglas, Lewis on Calhoun - east side - starting November 14 to November 19, 1979 from 5:30 p.m. to 12:00 p.m. PURPOSE: Remove Western Union Copper lines.

Approved and permit issued.

18. A request was recieved from Norfolk & Western Railroad, Nelson Road, for oermission to barricade Fletcher Avenue and Wabash Street (one lane closed at all times) on November 15 and 16, 1979 starting at 8:00 a.m. and comoleted around 4:00 o.m.
PURPOSE: Resurface the railroad crossings for the winter.

Aooroved and oermit issued.

19. Received request from House of Pines (Mike Taylor) 3426 Lower Huntington Road, for oermission to barricade Main to Lewis and Harrison to Lafayette starting November 16 through November 23, 1979 from 9:00 o.m. to 6:00 a.m.
PURPOSE: Putting uo Christmas decorations.

Aooroved and oermit issued.

20. RESOLUTION OF GOVERNING BODY OF APPLICATION

RESOLUTION NO. 68-132-20

A resolution of the Board of Public Works of the City of Fort Wayne (herein after called the Municioality) authorizing the filing of an aoplication with both the State and Federal Governmental Agencies to obtain financial grants in both the oreparation of detailed olans and soecifications (Steo II) and the construction cost (Step III) for each of the nine (9) designated Facility Plans which aooear in the Municioalities "Master Sewer Systems Plan of Study".

WHEREAS, Chanter 397, Acts of the 1969 Indiana General Assembly orovides financial aid for sewage works orojects, and
WHEREAS, the Federal Water Pollution Control Act, 1972 and amendments thereto, orovide financial aid for sewage works orojects, and
WHEREAS, the Municipality did accept both a State and Federal "Sewage Works Grant No. C-180599-01" to oreoare a "Master Sewer System Facility Plan", and
WHEREAS, the Municipality fully intends to proceed with the recommendations within each of these nine (9) Facility Plans upon the receiot of financial orants from both the State and Federal Agencies, and
WHEREAS, the Municipality is dedicated to the implementation of the objectives of the Federal Water Pollution Control Act as amended which is to both restore and maintain the chemical, physical and biological integrity of our Nation's waters.

NOW, THEREFORE, BE IT RESOLVED by the Board of Puhlic Works, the governing body of said Municipality, the following:

(1) That the Chairman of the Board of Public Works, Henry P. Wehrenberg, be authorized to make aoolications for both State and Federal Grants and orovide the Indiana Stream Pollution Control Board such information, data and documents oertaining to the application for the Grants as may be required, and otherwise act as the authorized representative of the Municipality in connection with the said application, and
(2) That the Municipality agrees that if both a State and Federal Grant is received for any one (1) of the nine (9) Facility Plans oursuant to the Federal Water Pollution Control Act, as amended, and Chapter 397, Acts of 1969 Indiana General Assembly, they will oay the remaining balance of any costs within the approved Grant, and
(3) That all statements, data and sunoorting documents made or submitted by the Municioality in connection with any application for a Federal Grant for any of the nine (9) Facility Plans is to be deemed a oart of the application for a State Grant, and
(4) That the Municioality agrees to comoly with the requirements of the Indiana Stream Pollution Control Board of the State of Indiana, and
(5) That a certification of the adoption of this resolution by the Municipality will accompany any application submitted for State and Federal Grants for each of the nine (9) Facility Plans.

Adopted this November 19, 1979.
A true copy is incorooorated herein.

21. Received Agreement for Sewer Extension between Brotherhood Mutual Insurance Company and the City of Fort Wayne, Indiana, to construct a sanitary sewer known as Ludwig Road Sanitary Sewer Extension.	Approved. H.I. Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 o.m.
22. Received "NOTICE OF WATER MAIN EXTENSION" for contract No. 7612 prepared by D. L. Foland - Water Engineering Department - for construction of water main on Decatur Road.	Aooroved. A true copy is incorporated herein. Ordered sent to the Water Engineering Department for recording.
23. Received Agreement to Purchase real estate from City of Fort Wayne, Indiana, by Robert E. Martin and L. L. Martin known as Lot 10 Tremmel's Addition - 2525 So. Hanna Street.	Approved. Ordered sent to the Common Council on Tuesday, November 27, 1979 at 8:00 o.m.
24. Received Street Dedication Deed whereby the Board of Public Works of the City of Fort Wayne dedicates to the City of Fort Wayne and to the oublic for street, sidewalk and utility ourooses the following described real estate: Partsof Lot #720 in Samuel Hanna's Addition	Aoproved. On file in the Board of Public Works.
25. Received Water Contract 7914 between the Northeastern Investments, INc. and the City of Fort Wayne Water Utility for the construction of water main system to serve Summerfield Addition, Section I.	Aooroved.
26. Received Soecial Street Permit prepared and aooroved by the Street Engineering Deoartment for Affordable Homes by John Pelkington, Inc. to construct Vail Court - Seneca Hills, Section III.	Approved and Soecial Street Permit issued.
27. Received Soecial Street Permit prepared and aooroved by the Street Engineering Deoartment for Affordable Homes by John Pelkington, Inc. to construct Louisedale Drive - Seneca Hills, Section III.	Approved and Soecial Street Permit issued.

28.

RESOLUTION NO. 68-133-28

WHEREAS, the Board of Public Works has heretofore aoorooriated and encumbered Local Road and Street funds for the City's share of the cost of construction of the FAIRFIELD - EWING - WELLS STREET BRIDGE; and

WHEREAS, the City must orovide funds for the Railroad Force Account in the amount of $119,087 for the same project:

NOW, THEREFORE, the Board of Public Works hereby aoorooriates and encumbers 1979 and 1980 Local Road and Street funds in the amount of $119,087 for said Railroad Force Account for the FAIRFIELD - EWING - WELLS STREET BRIDGE oroject.

Aooroved this November 19, 1979.
A true coov is incorporated herein.

29. Received a request from Norfolk & Western, Nelson Road, for permission to barricade the 3100 Block of Nuttman - R. R. Crossing - both lanes - on Tuesday, November 20th thru Friday, November 23, 1979 around the clock.
PURPOSE: Track repair.

Approved and permit issued.

30. Received a request to hold a parade on Friday, November 23, 1979 from 1:00 p.m. to 3:30 p.m. by James Ray Teasdale, 18635 Jamestown Circle. Approximate number of participants: 20 persons. Starting location: Around block of Federal Building.
PURPOSE: Protest Iranian Situation.

Note: REVISED - Request was made for Thursday, November 29, 1979.

Approved and permit issued.

31. Received a request from Frank Briscoe Co., Inc., 130 E. Wayne, for permission to barricade Calhoun between Washington and Peoples Trust Bank - one lane on Tuesday and Wednesday, November 27 and 28, 1979 from 7:30 a.m. to 12:00 Noon.
PURPOSE: Pouring concrete.

Approved and permit issued.

32. Received request from Shambauth & Sons, (Dick Blair) Box 1287, for permission to barricade Van Buren between Berry and Wayne - One lane closted at a time on November 27 thru November 30, 1979 around the clock.
PURPOSE: Installing Sewer.

Approved and permit issued.

33. Received a request from Norfolk and Western R. R., Nelson Road, for permission to barricade Brooklyn Avenue Crossing around 8:00 a.m. to 5:00 p.m. on Wednesday, November 28, 1979.
PURPOSE: Patching the railroad crossing.

Approved and permit issued.

34. Received a request from Indiana & Michigan Electric Co. (Ray McGuire) 2101 Spy Run, for permission to barricade north two lanes of Washington between Clinton and Calhoun on November 26, 27 and 28, 1979 for two hours per day between 9:00 a.m. and 3:00 p.m.
PURPOSE: Summit Square project.

Approved and permit issued.

35. Received a request from Norfolk & Western, Nelson Road, for permission to barricade Lower Huntington Road at R. R. - 3100 block - one lane only on Monday, November 26, 1979 thru Thursday, November 29, 1979 from 9:00 a.m. to 3:30 p.m.
PURPOSE: Finishing repair of railroad crossing.

Approved and permit issued.

Meeting adjourned at 10:45 a.m.

Henry L. Wehrenberg

Edward H. LaMar

Ivan J. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Wednesday, November 21, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. WEHRENBERG, E. H. LAMAR
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway application: — Approved and permit issued.

806 Kensington ----------Arthur Tilbury

4. Received private sidewalk applications: — Approved and permits issued.

708 Buchanan ----------R. W. Kain, Inc.
2518 Eastbrook ----------Rescom Const.
1001 Easton Trail ----------D.E. & L Excavating
1007 Easton Trail ----------D.E. & L. Excavating

5. Received street cut applications: — Approved and permits issued.

3002 Abbott (alley)	--- NIPSCO
3108 Andre Lane	--- "
5202 Archwood	--- C.U. Water Maint.
3505 Broadway (alley)	--- D & P Plumb.
2523 Caroline	--- NIPSCO
3800 blk. N. Clinton	--- "
6020 - 6024 Dichotomy Ct.	--- "
Fairhill & Emerson (prkstrp)	--- C.U. Water Maint.
Francis at the intersec. of E. Jefferson	--- NIPSCO
2201 S. Hanna	--- C.U. Water Maint.
Harrison & Washington	--- "
3701 Inwood (prktrp)	--- "
2605 Knollridge Dr.	--- NIPSCO
1119 E. Lewis (alley)	--- "
1225 E. Lewis (alley)	--- R.G. Plumb.
1414 Lillie	--- NIPSCO
4700 Old Mill Rd. (prkstrp)	--- C.U. Water Maint.
4115 Oliver	--- "
Oliver & McKinnie	--- "
720 Osage (alley)	--- NIPSCO
Pennsylvania at intersec. of Hancock	--- "
5520 Plaza	--- C.U. Water Maint.
5521 Plaza (prkstrp)	--- "
River Run Trail S/St. Joe Center	- NIPSCO
428 Russell	--- C.U. Water Maint.
1330 St. Joe River Drive	--- NIPSCO
3703 Shady Ct. (prktrp)	--- C.U. Water Maint.
1642 Sinclair	--- NIPSCO

Summer 180' So. of Pennsylvania ---
1421 Swinney Pk. Pl. (orkstro) ---
3109 Tillman Rd. ---
800 Van Buren ---
527 - 529, 533-535, 617- 619, 627-629, 807-809 and 827 Billa Park Ct. ---
808 E. Washington ---
3611 Wayne Trace ---
2133 Weisser Pk. ---
4622 Woodstock ---
3318 Woodrow ---
1624 Goshen (orkstro) ---
2315 S. Lafayette ---
Rudisill E/o Oliver (alley) ---
S/W cor. Oxford & Anthony ---
1626 Oxford ---
S/E Oxford & Euclid (orkstro) ---
1809 Oxford ---
3700 Clinton Ct. ---
Lewis & McClellan (orkstro) ---
551 Commerce (alley) ---
1430 Grant ---
918 Dearborn ---
703 Edgewater ---
2930 Abbott ---
5701 Coldwater ---
5816 Bluffton (orkstro) ---
7807 Weymouth Ct. ---

6. Recommendation was received from the Street Engineering Department for resurfacing alley between Ewing and Fairfield, Berry and Main Streets by L. W. Dailey, Inc. in the amount of $1,986.40.

Approved. Purchase Order No. 07334.

7. Recommendaton was received from the Water Engineering Department for reimbursement to Parks Department the amount of $1,950 in connection with Water Contract 7822 - Tillman Park - Hanna Street.

Approved and ordered paid by City Utilities.

Payment is to be made from the Water Utility Fund.

#4

8. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $405.17 approved by the Street Engineering Department covering professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1979 letter of authorization regarding Lake Avenue. (10-1-79 to 10-29-79).

Approved and ordered paid from LRS Account #334.

9. Received invoice of Moellering Construction Co., Inc. in the amount of $4,959.90 approved by the Street Engineering Department for repair of corner wingwalks on McKinnie Avenue (Miscellaneous Project).

Approved and ordered paid under Purchase Order 4-07255.

10. Received petition for the removal of old street lighting and replacing with new lighting on California Avenue from State Street to Lake Avenue.

Approved and ordered Street Lighting Engineering Department to investigate and report.

Board Order No. 183-79 issued.

11. Received invoice #3 of Dailey Asphalt Products in the amount of $8,824.85 covering work performed on Resurfacing Resolution No. 5805-78 - Resurfacing 1st and 2nd Councilmanic Districts - approved by the Street Engineering Department.

Approved and ordered paid from 1978 Resurfacing Funds.

12. Received Invoice #1 of Dailey Asphalt Products Company in the amount of $24,687.50 approved by the Street Engineering Department covering work on Resolution No. 5850-79 - 1979 Resurfacing of Clinton, Calhoun, Soy Run Extended and Wayne Street.

Approved and ordered paid from 1979 Resurfacing Funds.

13. Received invoice of Carrington & Associates, Inc. in the amount of $2,033.30 approved by the Street Engineering Department covering work on southeast corner of West Foster Parkway and South Wayne wingwalk and Lexington & Fairfield wingwalks and ramps. (Invitational Bid).

Approved and ordered paid under Purchase Order No. 4-06757.

14. Received invoice No. 78-08-310-01-0-19 of HNT & B (Henry B. Steeg Division) in the amount of $9,577.34 approved by City Utilities' General Superintendent covering engineering services performed in connection with Agreement for Engineering Services dated March 20, 1978 - ADVANCED WASTEWATER TREATMENT DESIGN - Phase B - Task #6.

Approved and ordered City Utilities to pay invoice from Water Pollution Control Utility Fund.

15. Received invoice No. 78-08-310-01-0-20 of HNT & B (Henry B. Steeg Division) in the amount of $20,967.94 approved by City Utilities' General Superintendent covering engineering services performed in connection with Agreement for Engineering Services dated March 20, 1978 - ADVANCED WASTEWATER TREATMENT DESIGN - Phase C - Task #7.

Approved and ordered City Utilities to pay invoice from Water Pollution Control Utility Fund.

16. Received invoice No. 78-08-310-01-0-21 of HNT & B (Henry B. Steeg Division) in the amount of $6,373.88 approved by City Utilities' General Superintendent covering engineering services performed in connection with Agreement for Engineering Services dated March 20, 1978 - ADVANCED WASTEWATER TREATMENT DESIGN - Phase C - Task #8.

Approved and ordered City Utilities to pay invoice from Water Pollution Control Utility Fund.

17. Received invoice #4 of Shambaugh & Son, Inc. in the amount of $48,645.90 approved by McNamee, Porter and Seeley, Consulting Engineers, for CONTRACT 77-W-3 - WATER WORKS IMPROVEMENTS - St. Joseph Dam & Pump Station.

Approved and ordered invoice of Shambaugh & Son, Inc. in the amount of $48,645.90 paid by City Utilities. Also ordered the amount of $5,405.10 paid to Shambaugh & Son Escrow Account at Fort Wayne National Bank

Payments are to be made from the Water Utility Fund.

18. In accordance with contract dated July 28, 1970, amended September 11, 1974, for reconstruction of St. Joe Road from S.R. #37 to Evard Road for charges from August 3, 1979 to November 2, 1979 amount of $821.87 (which represents 59% participation based on agreement between City and Allen County Commissioners) . Butler, Fairman & Seufert, Inc. are consulting engineers for the project: ACR-4-71 LR & S PROJECT #10.

Approved and ordered paid from LR & S Funds.

19. Received indenture whereby the City of Fort Wayne by its Board of Public Works grants and conveys to East Allen County Schools in the State of Indiana a right-of-way and easement to construct, maintain and operate a storm water sewer, 47 inches in diameter, with all necessary appurtenances for the transportation and carrying of water; under, in and along easement - GRANT OF EASEMENT FOR STORM WATER SEWER at LEO HIGH SCHOOL.

Approved.

Sent to Water Engineering Department for handling.

Copy is on file in the Board of Public Works.

20. Received Street Lighting Resolution No. 138-79, final plans, estimate, specifications and property ownership list prepared by the Street Lighting Engineering Department for the installation of street lighting on Schaper Drive from Maple Grove to Woodsdale.

Approved and adopted
A true copy is incorporated herein.

Advertise Notice to Property Owners December 14 and December 21, 1979.

Hearing on Confirmation Thursday, January 10, 1980 at 3:30 p.m.

Mail notices on December 19th.

21. Received Special Sewer Permit for Brotherhood Mutual prepared and approved by the Water Pollution Control Engineering Department and Maintenance Bond of Shambaugh & Son, Inc. to construct Brotherhood Place - Ludwig Road Sanitary Sewer.

Approved and Special Sewer Permit issued.

Board Order No. 185-79.

22. Received inspection report from the Water Engineering Department for Parkview Addition, Section "C", Phase I - Contract 7911 - and Completion Affidavit of John Dehner, Inc. with Maintenance Bond in the amount of $7,000 signed by United States Fidelity & Guaranty.

Approved.

Ordered acceptance letter written.

23. Received inspection report from the Water Engineering Department for Brotherhood Way Water Main - Contract 7913 - and Completion Affidavit of Shambaugh & Son with Maintenance Bond in the amount of $12,000 signed by United States Fidelity & Guaranty Company.

Approved.

Ordered acceptance letter written.

24. Received indenture whereby the City of Fort Wayne, Indiana, releases and quitclaims to City of Fort Wayne - Board of Park Commissioners the following described real estate:

Lots Numbered One (1), Two (2), Three (3) and Four (4) in Sturgis Addition to Fort Wayne, in Allen County, Indiana, according to the plat thereof recorded in Deed Record O, Page 169, in the office of the Recorder of Allen County, Indiana.

Original to Board of Park Commissioners - Ft. Wayne, Indiana.

Copy on file in the Board of Public Works.

25. Received a request from NIPSCO (STREET DEPARTMENT) 114 East Wayne, for permission to barricade corner of Cottage and Sotuh Wayne on Monday, November 26, 1979 from 8:00 a.m. to Noon. Both lanes will be blocked on this one way street.
PURPOSE: Resurfacing the street.

Approved and permit issued.

Meeting adjourned at 10:30 a.m.

Henry P. Helmberger
Ethel N. LaMar
Mary J. Scott
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller
Secretary and Clerk

Wednesday, November 28, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar,
M. G Scott
Ursula Miller

Received Minutes of Meetings held on Monday, November 19, 1979 at 9 a.m. and Wednesday, November 21, 1979 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application: — Approved and permits issued.

3940 Arlington ----------Molargik Const.
1612 St. Joe Center Rd. -------Hipskind Asphalt Corp.

4. Received driveway application: — Approved and permit issued.

708 Buchanan (approach on Hanna)---R. W. Kain, Inc.

5. Received street cut applications: — Approved and permits issued.

2930 Abbott (alley) ----------NIPSCO
2612 CleElum Dr. ---C.U. Water Maint.
5701 Coldwater Rd. ---NIPSCO
2829 Edwards --- "
3939 Fairfield (prkstrp) ---C.U. Water Maint.
Fairfield No./Branning --- "
424 Merkler ---Gene Kunberger
1081 Kenwood ---C.U. Water Maint.
3511 S. Lafayette (alley) ---NIPSCO
4423 Lillie (prkstrp) ---C.U. Water Maint.
4914 Lima Rd. (prkstrp) --- "
Old Trail Rd. at rear of 5816 Bluffton Rd. ---NIPSCO
4915 Plaza (2) (Prkstrips) ---C.U. Water Maint.
Plaza & Fairfax --- "
3421 Raymond (prkstrp) --- "
1415 Spy Run ---NIPSCO
Washington Ctr. Rd. (Woodbridge Apts.) (2) ---Scheidleman Excav.
3500 Wayne Trace (3) ---C.U. Water Maint.
7807 Weymouth Ct. ---NIPSCO
1311 Woodbine (prkstrp) ---C.U. Water Maint.
7804 Weymouth Ct. ---NIPSCO
Vail Ct. & Louisedale Dr. (3)---NIPSCO
2517 S. Calhoun (alley) --- "
Progress Dr. W/Lima Rd. --- "
Glenview Ct. at Glenview Dr. --- "
521 Lev Rd. --- "
1152 Francis (alley) --- "

3920 S. Barr	---	NIPSCO
5515 Hoagland	---	"
1210 E. Rudisill (alley)	---	"
1146 Harmar (alley)	---	"
406 W. Jefferson (alley)	---	"
1008 Hugh (alley)	---	"
1508 Fletcher	---	"

6. Received plat for Lake River Estates East, Sec. I, approved and submitted by City Plan Commission.

   Approved.

7. Received recommendation for sidewalk replacement in 3000 block of East State Street by Carrington & Associates, Inc. in the amount of $1,540.00 by Street Engineering Department.

   Aproved.

   Ordered Purchase Order No. 07339 issued for the project.

8. Received invoice of L. W. Dailey, Inc. in the amount of $944.16 approved by the Street Engineering Department for sealing pavement at intersection of Main Street and Calhoun Street. (Labor only). (Resolution No. 5833-79).

   Approved and ordered paid under Purchase Order No. 07324.

9. Received Final Invoice (for retainage) of Dailey Asphalt Products Company in the amount of $1,162.60 approved by the Street Engineering Department covered by Resolution No. 5756-1977 - Resurfacing 1st District.

   Approved and ordered paid by 1979 Resurfacing Fund.

10. Received Final Invoice (for retainage) of Dailey Asphalt Products Company in the amount of $9,839.48 approved by the Street Engineering Department covered by Resolution No. 5807-1978 -Resurfacing 5th and 6th District.

    Approved and ordered paid by 1979 Resurfacing Fund.

11. Received Change Order No. 5 of Hagerman-Shambaugh, joint bidders, in the amount of $2,057.00 approved by McNamee, Porter & Seeley, Consulting Engineers, covering Water Works Improvements - Filtration Plant Additions - CONTRACT 77-W-2.

    Approved.

    Ordered sent to the Common Council on Tuesday, December 11, 1979.

12. Received Storm Sewer Improvement Resolution No. 5857-79, final plans, estimate and specifications for the construction of Storm Sewer on North Washington Road right-of-way a distance of 76 ± feet south to an existing easement on the south side of Lot #7 of North Washington Place Addition and continuing along said easement a distance of 125 ± feet to existing right-of-way of Lough-West and 50 ± feet to an existing inlet on Lough West. (CITY PAID).

    Approved and adopted. A true copy is incorporated herein.

    Advertise Notice to Contractors on November 30, 1979 and December 7, 1979.

    Receive bids on Wednesday, December 12, 1979 at 9:00 a.m.

    Ordered the Street Engineering Department to prepare the bid documents.

13. Received a petition for saving and maintaining of Davis Street as a brick street.	Aonroved and ordered sent to the Street Engineering Department. Board Order No. 184-79 issued.
14. Received request from AALCO Distributing Company, Inc. for approval of a License Agreement to close a portion of alleyway between Grant Avenue and Glasgow Avenue, Washington Boulevard and Wayne Street for security purposes and traffic control.	Approved. Advertise Notice to Property Owners, November 30, 1979 and December 7, 1979. Public Hearing on Thursday, December 13, 1979 at 3:30 p.m.
15. Received Street Lighting Resolution No. 139-79, final plans, Estimate, Specifications and property ownership list prepared by the Street Lighting Engineering Department covering the installation of ornamental street lighting in Lofton Woods, III, more specifically defined as Landover Place Highgate Place and Duorey Drive from the south property lines of lots 86 and 160 Lofton Woods Addition.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners, December 14, and December 21, 1979. Hearing on Confirmation, Thursday, January 17, 1979 at 3:30 p.m. Mail notices on December 21, 1979.
16. Received Escrow Agreement between Hagerman Construction Corporation; Lincoln National Bank & Trust Company and Board of Public Works of the City of Fort Wayne, Indiana, covering Resolution No. 67-189-14 - CIVIC CENTER PARKING GARAGE - Clinton, Jefferson, Calhoun and Washington Streets, denominated Block III.	Approved.
17. Inasmuch as the owners of the south half of the property bounded by Calhoun, Clinton, Jefferson and Washington Streets have given permission to Hagerman Construction Corporation, contractor for construction of the Civic Center Parking Garage, to use said south half for materials storage and employee parking providing that the City of Fort Wayne, by and through its Board of Public Works, approves said usage, Hagerman Construction Corporation requests approval of said usage.	Approved.
18. Received Building Encroachment Easement prepared by the Street Engineering Department whereby Hefner Chevrolet, Inc. is permitted by the City of Fort Wayne - Board of Public Works - to erect a fence in a semi-circular configuration following the contour of Forest Avenue as presently constructed and extending from the right-of-way to a maximum of 35' into the street.	Approved.
19. Request was received from Norfolk and Western Railroad, P.O. Box 1215, for permission to barricade Fletcher and then Wabash for about two or three hours each on Thursday, November 29, 1979 as follows: Fletcher Avenue at 9:00 a.m. and Wabash Avenue at 12:00 Noon. PURPOSE: Run machinery through to repair, raise and resurface crossing.	Approved and permit issued.

20. RESOLUTION NO. 68-142-20

WHEREAS, Indiana Gunite and Construction was awarded a contract in the amount of $52,710 for the repair and rehabilitation of the dikes along St. Joe Boulevard under Resolution No. 5852-79, aooroved by City Council Ordinance S-193-79; and

WHEREAS, after construction was underway, it was discovered that additional quantities of material in the amount of $40,114 would be necessarv to restore the dikes in a safe condition, and that an emergency existed to complete this work before the freezing winter and ensuing thaw; and

WHEREAS, the City Council aooropriated $200,000 from 1979 Revenue Sharing Funds for dike repair and storm sewer reoair #402-134-480-4005;

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists to comolete this dike repair immediately and hereby approves the balance of the repair and rehabilitation of this dike in the amount of $40,114 by Indiana Gunite and Construction Company to be oaid from aoopropriation #402-134-480-4005.

Aooroved this November 28, 1979.

A true cooy is incoroorated herein.

21. RESOLUTION NO. 68-142-21

WHEREAS, the Fort Wayne Water Pollution Control Utility has a facility located on property of the Consolidated Rail Corooration; and

WHEREAS, said railroad is willing to enter into a License Agreement with City whereby said railroad will permit facilities to be located on railroad oroperty and whereby licensee will oay to railroad twelve hundred and fifty dollars ($1,250) as a preparation and/or consideration fee:

NOW, THEREFORE, the Board of Public Works, governing body of the Fort Wayne Water Pollution Control Utility, hereby authorizes said Board to enter into said agreement.

Aooroved this November 28, 1979.

A true cooy is incorporated herein.

22.

RESOLUTION NO. 68-143-22

WHEREAS, the Board of Public Works has caused to be constructed the Tillman Park - Southtown Mall Lift Station Elimination Sanitary Sewer - Resolution No. 305-78, hereinafter referred to as "Sewer", and

WHEREAS, the total cost of construction of said "Sewer" is represented to be $150,179.19, and

WHEREAS, said "Sewer" outfalls into the St. Mary's Interceotor - Resolution No. 214, and

WHEREAS, said St. Mary's Interceotor - Resolution No. 214 provides for an Area Connection of $442.73 per acre for an area containing the area served by said "Sewer".

WHEREAS, the Fort Wayne Park Board and the Sotuhtown Mall Development Company have contributed $58,750.00 and $39,087.13 resoectively toward the construction of said "Sewer", and

NOW, THEREFORE, be it resolved by the Board of Public Works:

A local tap-in charge of $0.044139401 per square foot shall be due and payable to the City of Fort Wayne at the time of tap-in for all tracts lying within 200 feet of the said "Sewer" as shown in Exhibit "A", exclusive of all public and railroad rights-of-way. Said local charges shall be in addition to the Area Charge of $442.73 per acre due for the St. Mary's Interceptor.

Normal tao permit and monthly user charges shall be paid in addition to the above stated charges.

The specific local charges set forth in this resolution are as follows:

SPACE (SEE EXHIBIT "A")	OWNER	LOCAL TAP CHARGES	AREA CHARGE ST. MARY'S INT.	TOTAL CHARGE
1	KNIPSTEIN	$ 7,270.45	$ 1,674.13	$ 8,944.58
2	KNIPSTEIN	13,877.31	3,195.46	17,072.77
3	ERICKSON	2,754.05	634.16	3,388.21
4	ELSTON	1,986.26	457.37	2,443.63
5	WERLING	1,103.48	254.09	1,357.57
6A	SHANK	2,138.71	492.47	2,631.18
6B	SHANK	2,138.71	492.47	2,631.18
7	TODD	2,559.54	589.37	3,148.91
8	LOUDENSLAGER	1,765.56	406.55	2,172.11
9	POEHLER	16,747.99	3,856.48	20,604.47

The Board of Public Works reserves the right to adjust these charges for special conditions, but under no circumstances shall increase said charges.

All connection charges shall be oaid prior to the time of connection.

Adonted this November 28, 1979.

A true cooy is incorporated herein.

Meeting adjourned at 10:40 a.m.

Henry R. Wehrenberg

Edward D. LaMon

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Secretary and Clerk

Wednesday, December 5, 1979

Oeoartment of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, M. Scott
Ursula Miller

1. Received ourchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk apolication: — Approved and permit issued

3942 Arlington ---------- Molargik Const.

4. Received driveway applications: — Approved and permits issued

708 Buchanan ----------R.W. Kain
200 Collins Dr. (temporary)---Kreager Bros.
3024 Fairfield / 500 Wildwood--Schinnerer & Truemper
1612 St. Joe Center Rd. -------Hipskind Asphalt Corp.
2704 Woodward ----------Pfeiffer Const.

5. Received street cut apolications: — Approved and permits issued

3210 Addison ----------NIPSCO
1527 Andrews --- NIPSCO
2706 N. Anthony --- C.U. Water Maint.
N. Anthony & Curdes (prkstrp) --- "
701 W. Berry --- Shambaugh & Son
520 - 524 W. Brackenridge --- NIPSCO
1313 Broadway (prkstro) --- C.U. Water Maint.
1000 S. Calhoun --- Bercot-Gibson Const.
2508 Emerson --- C.U. Water Maint.
2525 Fox --- NIPSCO
1217 W. Fourth (prkstrp) --- C.U. Water Maint.
2802 Greenview (prkstrp) --- C.U. Water Maint.
1345 Home --- "
3124 Lake --- NIPSCO
1606 E. Lewis (prkstro) --- C.U. Water Maint.
1119 Milton --- NIPSCO
5210 Nevada (prkstrp) --- C.U. Water Maint.
1131 W. Packard (prkstrp) --- "
4626 S. Wayne (prkstrp) --- "
1600 blk. Stanley --- NIPSCO
3936 N. Washington Rd. (prkstrp)--- C.U. Water Maint.
2714 Witchhwood (prkstrp) --- "
2820 Witchwood (2)(Prkstros) --- "
Along Vail Ct, N/Louisedale --- NIPSCO
100 E. Washington --- Bercot & Gibson
2008 Hanna (alley) --- NIPSCO
4425 Weisser Park (alley) --- "
1720 E. Rudisill (prkstro) --- "
1700 Bright (prkstrp) --- "
3228 S. Harrison --- "
2718 Milbrook (prkstrp) --- "
Intersec. W. Main & Van Buren (alley)--- NIPSCO
6019 - 6023 Oichotomy Ct. --- "
Washington Center Road to 2100 St. Joe Center Rd.-- Scheidleman Excav.

6. Received invoice #6 of Soears-Oehner, Inc. in the amount of $98,633.03 approved by the Street Engineering Oeoartment covering work performed from 11/5/79 to 12/02/79 on Resolution No. 5835-79 - Fernhill Avenue.	Approved and ordered paid by City Controller the amount of $98,633.03. Also, ordered $10,959.23 paid to Escrow Account at Lincoln National Bank & Trust Company. Payments are to be made from the LRS Fund. #329.
7. Received invoice of Maxwell Tree Expert Co., Inc. in the amount of $1,725.00 approved by the Street Engineering Department for removal of nine trees and stumps covered by Resolution No. 5828-79 - Hanna-Creighton Phase III.	Approved and ordered paid by Community Oevelopment and Planning.
8. Received invoice of Arrow Fence Company, Inc. in the amount of $4,965.00 approved by the Street Engineering Department for the installation of guard rail on North Clinton (median north of St. Joe Center Road)	Approved and ordered paid out of Fund 402-128-129-4265. P.O. 4-06786.
9. Received invoice of Moellering Construction Co., Inc. in the amount of $4,629.27 aporoved by the Street Engineering Oepartment covering work on Resolution No. 5830-79 - Production Road - Lima Road Intersection. (Retainage)	Approved and ordered paid from LRS Account #332.
10. Received invoice of Hipskind Asphalt Corporation in the amount of $9,300.60 approved by the Street Engineering Department covering work performed under Resolution No. 5826-79 - Bluffton Road - Old Trail Road Intersection. This is invoice #5 (FINAL).	Approved and ordered paid from Account #310.
11. Received invoice #3 of Moellering Construction Company, Inc. in the amount of $7,107.72 aporoved by the Street Engineering Department covering work performed under Resolution No. 5846-79 - McKinnie Avenue Resurfacing.	Approved and ordered paid from 1979 Resurfacing Funds.
12. Received invoice #6 of Hipskind Concrete Corooration in the amount of $24,507.13 approved by the Street Engineering Department for work performed under Resolution No. 5829-79 - LAREZ, Phase II.	Approved and ordered paid by Community Oevelopment and Planning.
13. Received invoice #1 of L. W. Oailey, Inc. in the amount of $9,430.75 approved by the Street Engineering Department for work performed under Resolution No. 5827-79 - Nebraska Neighborhood, Phase IV.	Approved and ordered paid by Community Development and Planning.
14. Received invoice of Arrow Fence Company, Inc. in the amount of $415.00 approved by the Street Engineering Oeoartment for installation of guard rail on Fairmont Street.	Approved and ordered paid from appropriation #402-128-129-4265.

15. Received invoice in the amount of $2,842.50 of Carrington & Associates, Inc. aoproved by the Street Engineering Department for pavement and driveway replacement, curb wingwalk and yard walk (Miscellaneous).

Approved and ordered paid from Purchase Order No. 4-06683.

16. Received Invoice #2 of Brooks Construction Company, Inc. in the amount of $31,230.72 approved by the Street Engineering Department covered by Resolution No. 5840-79 - Resurfacing 2nd District.

Approved and ordered paid from Revenue Sharing Account.

17. Received invoice of Wayne Asphalt and Construction Company, Inc. in the amount of $7,875.00 approved by the Street Engineering Department covered by Resolution No. 5820-78 - Broadway Resurfacing. (FINAL).

Approved and ordered paid from Encumbered account #402-128-129-9265 (P.O. 03619)

18. Received invoice of Dailey Asphalt Products Comoany in the amount of $184,498.21 approved by the Street Engineering Department covered by Resolution No. 5849-79 - Oxford Street - Bluffton Road. This is invoice #2.

Approved and ordered paid from 1979 resurfacing funds.

19. Received invoice #2 of Dailey Asphalt Products Company in the amount of $103,641.39 approved by the Street Engineering Department covered by Resolution No. 5850-79 - Clinton Street, Spy Run Extended and Calhoun Street.

Aoproved and ordered paid from MVH Fund.

20. Received invoice #2 of Dailey Asphalt Products Company in the amount of $98,973.14 approved by the Street Engineering Department covered by Resolution No. 5851-79 - Anthony Boulevard.

Approved and ordered paid from MVH Fund.

21. Received invoice of Wayne Asphalt and Construction Company, Inc. in the amount of $8,743.25 approved by the Street Engineering Department covered by Resolution No. 5844-79 - Edenton Drive asphalt resurfacing.

Approved and ordered paid from Revenue Sharing Account.

22. Received invoice of Moellering Construction Comoany, Inc. in the amount of $11,868.53 aonroved by the Street Engineering Department covered by Resolution No. 5847-79 - 1979 Resurfacing 6th District. Invoice #1 (FINAL).

Approved and ordered paid by Revenue Sharing Account.

Ordered retainage of $2,000.00.

23. Received invoice #1 of Wayne Asphalt & Construction Comoany in the amount of $77,168.88 approved by the Street Engineering Department covered by Resolution No. 5843-1979 1979 Resurfacing 3rd Councilmanic District.

Approved and ordered paid by Revenue Sharing Account.

24. Received invoice #4 of Moellering Construction Company, Inc. in the amount of $13,351.44 aoproved by the Street Engineering Department covering work under Resolution No. 5845-79 - 1979 Resurfacing 5th District.

Aoproved and ordered paid by Revenue Sharing Account.

Ordered retainage of $2,000.00.

25. A request was received from Board of Works Chairman, H. P. Wehrenberg, for permission to barricade the east two lanes of Calhoun between Jefferson and Washington on Wednesday, December 5, 1979 from 7:00 a.m. to 3:00 p.m.
PURPOSE: Erection of tent for ground breaking ceremonies - Civic Parking Garage.

Approved and permit issued.

26. Received invoice #3 of Brooks Construction Company, Inc. in the amount of $28,517.22 approved by the Street Engineering Department covered by Resolution No. 5841-79 - Resurfacing 1st District.	Approved and ordered paid from Revenue Sharing Account.
27. Received invoice #4 (FINAL) of Rieth-Riley Construction Company, Inc. in the amount of $17,592.40 approved by the Street Engineering Department covered by Resolution No. 5831-79 Hobson Road - Lake Avenue Intersection.	Approved and ordered paid from AR & S Account #333.
28. Received invoice #4 of Hipskind Asphalt Corporation in the amount of $17,729.96 approved by the Street Engineering Department covered by Resolution No. 5832-79 - College Street Elevation Repair.	Approved and ordered paid from MVH Funds.
29. Received invoice #5 (RETAINAGE) of Hipskind Asphalt Corporation in the amount of $18,698.26 aporoved by the Street Engineering Department covered by Resolution No. 5826-79 - Bluffton Road - Old Trail Road Intersection.	Approved and ordered paid from A.R. & S Funds.
30. Recieved invoice #1 of Structural Concrete Services in the amount of $9,600.60 aporoved by the Street Engineering Department covering Resolution No. 5836-79 - City-County Parking Plaza Repair.	Approved and ordered paid from Account 402-345-345-4713.
31. Received invoice of Indiana Gunite & Construction Company, Inc. in the amount of $54,684.00 approved by the Street Engineering Department covering Resolution No. 5852-79 - St. Joe Boulevard Retaining Wall.	Approved and ordered paid as follows: $42,872.59 from 402-345-345-4711 $11,811.41 from 402-345-345-4730.
32. Received partial payment estimate #1 of Hagerman Construction Corporation in the amount of $118,381.00 approved by the Architects, Martindale, Tourney, Gibson, Inc. for construction of CIVIC CENTER PARKING GARAGE. Resolution No. 67-189-14.	Aporoved and ordered Estimate #1 in the amount of $118,381.00 paid to Hagerman Construction Corporation. Also ordered amount of $13,154.00 paid to Hagerman Construction Corporation Escrow Account at Lincoln National Bank & Trust Company. Payments are to be made from Account 402-382-382-4200.
33. Received invoice #1 of Martindale, Tourney, Gibson, Inc. in the amount of $4,111.11 for architectural and engineering services rendered through 11/30/79 for the Fort Wayne Civic Parking Garage (RESOLUTION NO. 67-189-14) located on the southside of East Washington between Calhoun and Clinton Streets.	Approved and ordered paid from Account 402-382-382-4200.
34. Received Amended Plat of Covington Creek Professional Village approved and submitted by the City Plan Commission. (67-132-16 dated April 30, 1979).	Approved.

35. Received Amendment to City's Solid Waste Disposal Contract with National Serv-All No. 63-289-13 whereby Article II, The Contract Price at page CA-1 is amended effective January 1, 1980, by amending the general specifications, page SA-12 paragraph 12 "Change in cost of Doing Business and adding a fuel cost adjustment.

Approved.

A true copy is incorporated herein.

Ordered sent to the Common Council on December 11, 1979 at 8:00 p.m.

36. Received request from Fort Wayne Cablevision to execute full release to Fort Wayne Cablevision for any and all liabilities for cablecasting all messages, tapes, films or other material entered into the government channel via the City-County Building interconnect.

Aporoved.

Ordered release sent to Fort Wayne Cablevision, 3205 N. Wells St..46808.

37. Received invoice #4 of Rieth-Riley Construction Company, Inc. in the amount of $8,037.51 approved by the Street Engineering Department covered by Resolution No. 5814-78 - LAREZ, Phase I. (FINAL INVOICE - Retainage).

Aporoved and ordered paid by Community Development and Planning.

38. Received revised Traffic Light Agreement from Edward Rose of Indiana, an Indiana Limited Partnership, which supercedes and voids Traffic Light Agreetment dated October 12, 1977 (65-92-10) concerning Goshen and Harris Road intersection.

Approved. A true copy is incorporated herein.

Ordered City Controller and Chairman of the Board of Public Works to transfer $25,000 from deposit into a Certificate of Deposit at Indiana Bank & Trust Company as provided in agreement.

39. RESOLUTION NO. 68-148-39

Approved.

WHEREAS, Anthanasios Paooas, Ourania Pappas, Barrington Realty, Inc., and Beacon Building, Inc. have petitioned and requested the Fort Wayne City Plan Commission to hold a oublic hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

First alley north of State Street from the east property line of Beacon to its Eastern terminus.

40. Received invoice #16 of Spears-Dehner, Inc. in the amount of $755.00 approved by the Street Engineering Department and recommendation to authorize RELEASE OF ESCROW by Lincoln National Bank & Trust Company for Resolution No. 5797-78 for improving JEFFERSON - MAUMEE - WASHINGTON STREETS. (FINAL PAYMENTS).

Approved and ordered $755.00 paid from LRS Account #324.

Ordered Lincoln National Bank & Trust Company to pay Spears-Dehner, Inc. the amount of $138,065.11 from ESCROW ACCOUNT.

41. Received request for final reimbursement to Allen County Highway Deoartment in the amount $3,042.96 aporoved by the Street Engineering Deoartment in connection with Ewing - Fairfield - Wells Street Bridge.

Aooroved and ordered paid from Account 402-338-338-307. A.R. & S Account #307.

42. Received invoice of Ground Services, Inc. in the amount of $3,023.00 approved by the Water Engineering Department covered by Water Contract 79-XP-1 - Getz Road Water Main - FINAL PAYMENT.

Approved and ordered paid by City Utilities from the Water Utility Fund.

43. Received invoice #71-02-310-01-0-06 of HNT & B (Henry B. Steeg Div.) in the amount of $13,400.00 approved by General Superintendent of City Utilities covering construction engineering services performed for Water Pollution Control Plant Expansion - per agreement dated March 22, 1978.

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

44. Received invoice #70-10-210-01-15 of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $22,287.99 approved by the General Superintendent of City Utilities covering general engineering and resident engineering fees for water works improvements in according to Contracts 77-W-2 and 77-W-3 for Agreement dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.

Approved and ordered paid by City Utilities from Water Utility Fund.

45. Received Change Order No. 1 of Ground Service, Inc. in the amount of $10,300.00 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 304-78 - Covington - Ardmore Sanitary Sewer.

Approved and ordered sent to the Common Council on Tuesday, January 8, 1979 at 8:00 p.m.

46. Received Change Order No. 1 of Rieth-Riley Construction Company, Inc. to include N. Washington Road, approved by the Street Engineering Department, covering Resolution No. 5821-78 - 1979 Resurfacing - Broadway - Creighton to Rudisill.

Approved.

47. Received Change Order No. 1 of Rieth-Riley Construction Company, Inc. in the amount of $4,293.35 approved by the Street Engineering Department covering Resolution No. 5831-79 Hobson Road - Lake Avenue Intersection.

Approved and ordered sent to the Common Council on Tuesday, January 8, 1979 at 8:00 p.m.

49.

EMERGENCY RESOLUTION NO. 68-149-48

WHEREAS, a break occurred in the discharge line coming out of the lime sludge pump station located on the south side of the sludge lagoons; and

WHEREAS, the break is approximately 30' deep and does require immediate repair; and

WHEREAS, John Dehner, Inc.; Bercot, Inc.; T - G Excavating, Inc.; and Nobis Construction Company were requested to submit bids and only John Dehner, Inc. bid $19,000 and Nobis Construction Company bid $22,000:

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for the immediate repair of the discharge line coming out of the lime sludge pump station and orders City Utilities to issue a Purchase Order to John Dehner, Inc. in the amount of $19,000 and make said repair.

Approved this 5th day of December, 1979.

A true copy is incorporated herein.

49.	Received plat of Blue Creek, an Addition in Aboite Township, submitted and aproved by City Plan Commission.	Approved.
50.	A request was received from Tharp Heating and Airconditioning, 5223 Decatur Road, for permission to hood meters 104 and 106 on North side of West Wayne Street on November 29 and 30 and December 1, 1979 around the clock. PURPOSE: Installing a new furnace.	Approved and permit issued.
51.	A request was received from Norfolk and Western, P.O. Box 1215, for permission to barricade Nuttman Avenue on Wednesday, November 28, 1979 from Noon to about 3:00 p.m. PURPOSE: Run machinery through to resurface crossing.	Approved and permit issued.
52.	Received a request from Ground Services, Inc. 8400 Leo Road, for permission to barricade Ardmore between Taylor and Covington on December 1st and 2nd, 1979 from 8:00 a.m. to 5:00 p.m. PURPOSE: Install sanitary sewer.	Approved and permit issued.
53.	Received a request from Dottie Hanneman, Room 980, for permission to barricade alley behind 1315 Francis Street on Saturday, December 8, 1979 from 8:00 a.m. to 3:00 p.m. PURPOSE: Auction.	Approved and permit issued.
54.	Received inspection report and Primary Assessment Roll prepared by the Water Pollution Control Engineering Department for Sewer Resolution No. 878-79 - LUDWIG PARK SANITARY SEWER - Divisions I and II.	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise Notice of Assessment December 7 and December 14, 1979 Hearing on Confirmation of Assessment Roll Thursday, December 27, 1979 at 3:30 p.m. Notices to be mailed on December 14, 1979.

Meeting adjourned at 11:30 a.m.

Henry L. Wehmeyer

Ethel W. LaMar

Mary G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Thursday, December 6, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg , E. H. Lamar,
M. G Scott
Ursula Miller

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sewer Improvement Resolution No. 877-1979 known as Wilkie's Addition Sanitary Sewer. (Sewer Easement #165-79).

The Board determined the benefits as indicated.

Ordered the Water Pollution Control Engineering Department to prepare the Final Assessment Roll.

2. Received invoice of State Highway Commission for City's 90% share of Moellering Construction Company, Inc. contract ($59,003.00) in the amount of $5,310.00 for RRP-F248 (1) Nuttman Avenue and Norfolk and Western Railroad Crossing.

Approved and ordered paid from LRS Account #325.

3. Received invoice of State Highway Commission for City's 90% share of Moellering Construction Company, Inc. contract ($47,821.70) in the amount of $4,303.00 for RRP-F104 (1) Brooklyn Avenue and Norfolk & Western Railroad Crossing.

Aporoved and ordered paid from LRS Account #325.

4. Received invoice of State Highway Commission for City's 90% share of Moellering Construction Company, Inc. contract ($51,569.30) in the amount of $4,641.00 for RRP-F776(1) Van Buren Street and Norfolk & Western Railroad Crossing.

Approved and ordered paid from LRS Account #325.

5. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Bercot, Inc. with Guaranty Bond in the amount of $40,000 signed by Western Casualty and Surety Company for Baer Field Industrial Park - ROGATE INDUSTRIES Sanitary Sewer.

Approved and ordered acceptance letter written.

6. Received a request from Moellering Construction Company, P.O. Box 1168, for permission to barricade one lane of 2100 St. Joe Center Road on December 6, 1979 thru December 13, 1979 from 8:00 a.m. to 5:00 o.m.
PURPOSE: Construction of deceleration lane.

Approved and permit issued.

7. A request was received from Johnathan Shaw, 6500 St. Joe Road, Aot. #6 - Bldg. #1, for permission to hold a parade on Tuesday, Oecember 18, 1979 starting at 11:00 a.m. Route to be traveled: Around the block of City-County Building and around block of Fort Wayne National Bank Building. Approximately 20 to 30 persons will oarticipate. PURPOSE: Pro-American Rally - Iranian situation.

Aporoved and permit issued.

8. A request was received from Hagerman Construction Corporation, 403 Strauss Building, for oermission to barricade the east side of Calhoun between alley and Berry Street on January 19, 1979 (January 26, 1979) from 8:00 a.m. to 6:00 p.m. PURPOSE: Move office.

Approved and permit issued.

9. Received a request from Al-Roi Painting Company, 3610 Taylor Road, for permission to barricade Clinton Street sidewalk in front of First Federal Savings and Loan Company on December 10, 1979 thru Oecember 14, 1979 from 7:30 a.m. to 4:00 p.m. PURPOSE: Painting building.

Approved and permit issued.

10. Received a request from G & L Corp., 3002 Brooklyn, for oermission to barricade the following on December 11 and Oecember 12, 1979 from 8:00 a.m. to 4:00 p.m.:
1. 100 block of Runnion - north off Main Street - first block on east side.
2. South side Morrison between Runnion and Growth.
PURPOSE: Concrete falling off cornice. Need to use crane and cage.

Approved and permit issued.

11. Received invoice #10 of Hagerman -Shambaugh, joint bidders, in the amount of $863,059.50 aoproved by McNamee, Porter and Seeley, Consulting Engineers, coverino work on Contract 77-W-2 - Fort Wayne Water Filtration Plant. Recommendation for payment received from General Suoerintendent of City Utilities.

Approved and ordered City Utilities to pay invoice of Hagerman - Shambaugh in the amount of $863,059.50.

Also ordered Fort Wayne National Bank to pay Hagerman-Shambaugh Escrow Account the amount of $95,895.50.

Payments are to be made from the Water Utility Fund.

12. Received Agreement from Allen County Highway Oepartment whereby certain County Roads will be maintained by City Street Oeoartment and certain city streets will be maintained by County Highway Oepartment.

Aporoved.

A true copy is incorporated herein.

13. Received invoice #1 of Moellering Construction Company, Inc. for City's share (30%) in the amount of $36,622.50 submitted by Butler Fairman and Seufert, Inc. and approved by Allen County Highway and Street Engineering Oepartments for construction of EWING-FAIRFIELD - WELLS STREET BRIOGE over St. Mary's River. Estimate No. 1 covers period from 11-8-79 to 11-29-79.

Approved and ordered paid from LRS Account #307.

Meeting adjourned at 3:30 p.m.

Henry J. Wehrley

Edward W. DeMar

Thos. G. Scott

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Wednesday, December 12, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar, M. G Scott
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permit issued.

2703 Mounded Ct. ---------- Burlington Homes
7717 Tendall Court ---------- Future Est., Inc.

4. Received driveway applications: — Approved and permit issued.

4025 Indiana Ave. ----------Robert Farrell
2703 Mounded Court ----------Burlington Homes
4104 Sherman ----------Gene Keller
4110 Sherman ----------Gene Keller
4114 Sherman ----------Gene Keller
4120 Sherman ----------Gene Keller
3509 - 3511 Shoaff Park River Drive --- Melvin Steury
2200 St. Joe Center Rd. ---------- Moellering Const.
7717 Tendall Ct. ----------Future Estates
5018 - 5020 Vermont Lane ------Lewis Delagrange
5206 - 5208 Vermont Lane ------Lewis Delagrange
5212 - 5214 Vermont Lane ------Lewis Delagrange
7606 Wohama Dr. ----------Lebrato Bros.

5. Received street cut applications: — Approved and permit issued.

7020 Ardmore (prkstrp) ---------- C.U. Water Maint.
Along Barr, James, Leith, Esmond, Piqua and Wildwood --- NIPSCO
826 S. Calhoun --- "
2517 S. Calhoun -(alley) --- "
2422 S. Calhoun (alley) --- "
S. Calhoun at Washington --- C.U. Water Maint.
2630 Charlotte (alley) --- Gene Keller & Son
Corby Dr. S. at Eastwick --- C.U. Water Maint.
6019 - 6023 Dichotomy Ct. --- NIPSCO
1152 Francis (alley) --- "
Glenview Ct. at the intersec. of Glenview --- "
6108 Guild (orkstro) --- C.U. Water Maint.
2300 Hobson Rd. --- "
1901 Howell (prkstrp) --- "
929 S. Lafayette (alley) --- NIPSCO
521 Ley Rd. --- "
1201 Liberty --- "
4222 E. Maple Grove --- "

3936 N. Washington Rd.	---NIPSCO
2237 W. Packard	--- "
1305 Pelham (prktrp)	---C.U. Water Maint.
2708 Prairie Grove (prkstrp) (2)	--- "
2717 Prairie Grove (3) prkstrps	--- "
Progress Dr. 133' west of centerline of Lima Rd.	---NIPSCO
1612 St. Joe Center Rd.	---Hipskind Asphalt
701 Sherman	---C.U. Water Maint.
Stellhorn E/St. Joe Rd. (prkstrp)	--- "
2701 Taylor	---NIPSCO
200 E. Tillman (prkstrp)	---C.U. Water Maint
4716 U. Huntington Rd.	---NIPSCO
2400 U.S. 24 West	---C.U. Water Maint.
(alley) N. of W. Wayne at Van Buren	---NIPSCO
Warwick & Wakefield (prkstrp)	---C.U. Water Maint.
124 W. Washington (alley)	---NIPSCO
227 E. Washington (alley)	--- "
3305 E. Washington	--- "
Washington & Nelson (prkstrp)	---C.U. Water Maint.
2000 Wayne Trace	---NIPSCO
2712 Witchwood (2 - parkstrps)	---C.U. Water Maint.
2801 Witchwood (2 - parkstrps)	--- "
2804 Witchwood (2- prkstrps)	--- "
2707 Witchwood (2 - prkstrps)	--- "
2709 Witchwood (2-prkstrps)	--- "
4911 Indiana	---NIPSCO
1125 Wells	--- "
1315 Clay (alley)	--- "
5616 Industrial Rd (prkstrp)	--- "
3216 Addision	--- "
2616 Vance (prkstrp)	--- "

6. Received insoection report from the Street Engineering Department and Comnletion Affidavit of Northill Management Cornoration with Maintenance Bond in the amount of $8,350.00 signed by American States Insurnace Company for Soecial Street -WOODSHIRE DRIVE - Canterbury Green Phase VIII.

Approved.

Ordered acceptance letter written.

7. RECEIVE BIDS:

Sewer Improvement Resolution No. 309-1979 - Harber Ditch Sanitary Interceotor:

Referred to the Water Pollution Control Engineering Department for tabulation and report.

Award contract on December 13, 1979 at 3:00 p.m.

	PHASE I:	PHASE II:	PHASE III:
BERCOT, INC. ---	$279,790.00	$347,147.00	$252,270.50
L. W. DAILEY ASPHALT ---			272,897.50
JOHN OEHNER, INC. ---	327,197.00	441,401.40	288,089.80
EARTH CONSTRUCTION ---	296,735.00	544,813.00	288, 630.00
FRASH, INC. ---	324,060.50	449,365.50	303,417.50
T - G EXCAVATING ---	343,163.50	586,269.20	295,727.60
WINZELER EXCAVATING ---	345,527.50	454,981.00	337,253.00

2. RECEIVE BIDS:

Sewer Improvement Resolution No. 5857-1979 for construction of storm sewer on North Washington Road right-of-way - a distance of 76 ± feet south to an existing easement on the south side of Lot #7 of North WAshington Place Addition and continuing along said easement a distance of 125 ± feet to existing right of way of Lough Nest and 50 ± feet to an existing inlet on Lough Nest.

RERCOT, INC.	_____	$ 7,695.90
NOBIS CONST. COMPANY	_____	9,846.00
T - G EXCAVATING,	_____	8,653.50
SPEARS-DEHNER, INC.	_____	9,592.50
GROUND SERVICES, INC.	_____	10,650.00

Referred to the Street Engineering Department for tabulation and report.

Award contract on Thursday, December 13, 1979 at 3:00 p.m.

3. Received Final Assessment Roll prepared by the Water Pollution Control Engineering Department for Sewer Improvement Resolution No. 877-1979 Wilkie's Addition Sanitary Sewer.

CONFIRMED.

Ordered sent to the Department of Finance.

10. Received Improvement Resolution No. 5858-79, final plans, specifications and estimate prepared by the Street Engineering Department for demolishing structures and clearing the site of the Volunteers of America Building at 1001 Wells Street. (CITY PAID).

Approved.

A true copy is incorporated herein.

Advertise Notice to Contractors on December 14 and 21, 1979.

Receive bids on Thursday, December 27, 1979 at 2:00 p.m.

Ordered the Street Engineering Department to prepare bid documents.

11. Received Improvement Resolution No. 5824-1979, final plans, specifications and estimate prepared by the Street Engineering Department for repairing and maintaining the streets within an area bounded by Coliseum Blvd., G. R. & I. R. R., I-69, and Lima Road (commonly called Interstate Industrial Park) with concrete pavement repair, asphalt repair, resurfacing and ditching where needed. (CITY PAID).

Approved.

A true copy is incorporated herein.

Advertise Notice to Contractors on December 14 and 21, 1979.

Receive bids on Thursday, December 27, 1979 at 2:00 p.m.

Ordered the Street Engineering Department to prepare bid documents.

. Received real estate lease whereby the City of Fort Wayne, Indiana, leases to Jack Laurie Custom Floors for five years starting December 6, 1979 and ending December 5th, 1984 for the consideration of rental of $5.00 payable in installments of $1.00 per year the following lot: TO BE USED FOR PARKING PURPOSES ONLY

Lots 5 Lanternier's Subdivision to the City of Fort Wayne.

Approved and on file in the Board of Public Works.

13. Received Quit Claim Deed whereby City of Fort Wayne, Indiana, grants to Board of Park Commissioners, City of Fort Wayne property in conjunction with Ewing - Fairfield - Wells Street Bridge. (area Sherman Boulevard - Penn-Central Railroad tracks, St. Mary's River and Van Buren Street).

Approved and ordered sent to Street Engineer for handling.

14. Sign Encroachment Easement was granted by City of Fort Wayne Board of Public Works to Dairy Queen, 2902 Parnell to encroach a sign located on the west side of Lot 44, Elizabeth Hannas Sub., known as 2902 Parnell Avenue.

Approved and on file in the Board of Public Works.

15. Received invoice of Ground Services, Inc. in the amount of $73,944.90 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 304-78 - Ardmore - Covington Sanitary Sewer.

Approved and ordered City Utilities to pay invoice from Water Pollution Control Utility Fund.

16. Received inspection report from the Street Engineering Department with guaranty bond in the amount of $10,700.00 signed by American States Insurance Company for Valley Park Forest, Section C subject to correction of minor drainage problem at 6315 Durango Drive. J.L. Zehr - Village II, Inc.

Approved and ordered acceptance letter written.

17. Received insoection report from the Water Pollution Control Engineering Department and Completion Affidavit of Amos D. Delaorange with Maintenance Bond in the amount of $4,276.00 signed by International Fidelity Insurance Company for Shoaff Park River Estates, Section "C" Sanitary Sewer.

Approved and ordered acceptance letter written.

18. Received petition for the installation of curbwalks on Jones Street from College to Nelson Street.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order #190-79 issued.

19. Received a petition for the installation of ornamental street lighting on Lough West from North Washington Road to end of Lough West.

Approved.

Ordered the Street Lighting Engineering Department to investigate and report.

Board Order # 189-79 issued.

20. Received Change Order #1 of Indiana Construction Corp. in the amount of $7,726.00 approved by General Superintendent of City Utilities for Water Pollution Control Plant - Flood Damage Repair. (EMERGENCY FLOOD RESOLUTION NO. 65-308-4).

Approved.

Ordered General Superintendent of City Utilities to seek reimbursement of amount of $7,726.00.

21. Received Certificate of Comoletion for Indiana Construction Corooration anoroved by Howard Needles Tammen & Bergendoff - (Henry R. Steeo & Assoc. Div.) submitted by General Suoerintendent of City Utilities for Contract dated April 23, 1979 (EMERGENCY RESOLUTION NO. 65-308-4) for Water Pollution Control Plant Flood Damage Reoair.	Aooroved.
22. Received invoice #3 (FINAL) of Indiana Construction Corooration in the amount of $15,250.00 anoroved by HNT & B (Steeo Div.) and General Suoerintendent of Citv Utilities covering work oerformed on Water Pollution Control Plant Flood Damage Repair - Terminal Ponds (EMERGENCY RESOLUTION NO. 65-308-4).	Approved and ordered City Utilites to oay invoice. Ordered General Suoerintendent of City Utilities to seek reimbursement of funds from State Civil Defense Office.
23. Received invoice #78-09-310-02-0-02 of Howard Needles Tammen & Bergendoff in the amount of $3,686.00 anoroved by General Suoerintendent of City Utilities for orofessional engineering services oerformed in connection with the reoair of the damage to the Water Pollution Control Plant caused by the March, 1978 flood in accordance with agreement dated Sentember 22, 1978. (EMERGENCY RESOLUTION NO. 65-308-4).	Approved and ordered Citv Utilities to oay invoice. Ordered General Suoerintendent of City Utilities to seek reimbursement of funds from State Civil Defense Office.
24. Received Quit Claim Deed from Board of Park Commissioners to Citv of Fort Wavne for all of Hanna's out lot 16 south of Penn Central R. R. and oart of Hanna's out lot 15 in connection with EWING - FAIRFIELD - WELLS STREET BRIDGE.	Approved. A true coov is incorporated herein. Ordered sent to Street Engineering Deoartment for recording.
25. Received insoection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Dehner, Inc. with Guaranty Bond in the amount of $9,000 signed by American States Insurance Comoanv for A. H. Heine Imolement - installation of Sewer - Wells and Northway sewer extension.	Aporoved. Ordered acceotance letter written.
26. Received inspection reoort from the Street Engineering Department and Completion Affidavit of Bridges Home Construction, Inc. with Guaranty Bond in the amount of $6,500.00 signed by State Farm Fire and Casualty Company for acceotance of Bradbury Avenue from south right of way line of St. Louis south 650 + feet to south property line of Lot #12. - BRIDGEDALE APARTMENTS - SECTION "D".	Approved. Ordered acceotance letter written.

Meeting adjourned at 11:00 a.m.

Henry R. Weknenberg

Edward D. La Mar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Thursday, December 13, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:00 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. Lamar, M. [illegible]
Ursula Miller

1. Received tabulation and recommendation prepared by the Street Engineering Department covering Resolution No. 5857-79 - Storm sewer on North Washington Road right-of-way a distance of 76 ± feet south to an existing easement on the south side of Lot #7 of North Washington Place Addition and continuing along said easement a distance of 125 ± feet to existing right-of-way of Lough Nest and 50 ± feet to an existing inlet on Lough Nest.

AWARD contract to Bercot, Inc. at and for their bid in the amount of $7,695.90 subject to council manic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

2. Received tabulation and recommendation prepared by the Water Pollution Control Engineering Department covering Sewer Improvement Resolution No. 309-79 for Harber Ditch Sanitary Interceptor.

AWARD CONTRACTS as follows:

PHASE I: --- Bercot, Inc. for the amount of $279,790.00
PHASE II: - JOHN DEHNER, INC. for amount of $441,401.40
PHASE III: - BERCOT, INC. for the amount of $252,270.50.

All contracts subject to councilmanic approval.
Ordered the Water Pollution Control Engineering Department to prepare contracts and necessary documents.

REGULAR MEETING HELD AT 3:30 p.m.

3. LICENCE AGREEMENT:

Received request from AALCO Distributing Company, Inc. for closing portion of alleyway between Grant Avenue and Glasgow Avenue - Washington Boulevard and Wayne Street for security and traffic control.

Approved.

Access to any and all utility companies having facilities located in said alley shall be granted upon request.

4. Received a request from NIPSCO, 114 E. Wayne, for permission to barricade the alley at 124 W. Washington between West Washington and Wayne from Harrison to Calhoun Streets on December 17 and 18, 1979 at all times.
PURPOSE: Running new service.

Approved and permit issued.

5. Received Indenture whereby City of Fort Wayne, Indiana, releases and quit claims to City of Fort Wayne Deoartment of Redeveloooment the followino described real estate: (BROADWAY BLOCK)

All of Block 52 consistino of Lots numbered 713 through 720 inclusive in Samuel Hanna's Addition, an addition tn the City of Fort Wayne, toaether with alleys between or adjacent to aforesaid lots,

EXCEPT that taken for oublic street dedication more oarticularly described as follows:

Part of Lot 720 in Samuel Hanna's Addition as recorded in the olat thereof in the Office of the Recorder of Allen County, Indiana.

Aoproved.

Original taken to Office of Deoartment of Redeveloooment.

6. Received ESCROW AGREEMENT between Indiana Bank & Trust Comoany and Dailev Asnhalt Products Comoany, Inc. covered bv Resurfacino Resolution No. 5849-79 Oxford, Main and Bluffton Road Resurfacing.

Aoproved.

7. Received ESCROW AGREEMENT between Indiana Bank & Trust Company and Dailev Asnhalt Products Comoany, Inc. covered bv Resurfacino Resolution No. 5850-79 Clinton, Calhoun, Snv Run Ext. and Wavne Streets areas.

Aoproved.

8. Received ESCROW AGREEMENT between Indiana Bank & Trust Company and Dailev Asohalt Products Company, Inc. covered by Resurfacino Resolution No. 5851-79 Anthony Boulevard from south curb line nf Maumee to south curb line of Rudisill Boulevard.

Aoproved.

9. Received request from Carrington Associates, 5720 Huegnard Road, for oermission to barricade corner of Senate and Avondale south of Rudisill on Wednesday, December 12, 1979 from 5:00 p.m. until noon on December 13, 1979.
PURPOSE: Replace corrugated metal oioe under street.

Aoproved. Permit issued.

10. Received a request from Indiana & Michigan Electric Comoanv, 2101 Snv Run, for oermission to barricade Broadway south bettween Berry and Wavne (will keep two lanes ooen) from December 12 through Decemher 21, 1979 from 7:30 a.m. to 5:00 p.m.
PURPOSE: Install underaround facilities for the St. Joe Parking Garage.

Aoproved and oermit issued.

11. Received a request from Jim Schneider, Parking Administrator, for oermission to hnod meters on the fnllowino streets:
1. Wayne Street from Barr to Webster.
2. Berry Street from Clinton to Webster.
3. All of Court Street.
4. 900 block of So. Harrison.
Meters hood from December 13 to December 26, 1979.
PURPOSE: Meters hooded for Christmas shoopers.

Aoproved and oermit issued.

12. Received a request from Moellering Construction Comoany, Tom Jones - 3400 English Road, for oermission to barricade north intersection of Cass and Wells to south intersection of Wells and First Street starting on Monday, December 17, 1979 for three weeks at all times.
PURPOSE: Construction of storm sewers.

Aooroved and permit issued.

13. Received a request from WOWO (Barbara Crouse) 203 W. Wayne, for oermission to barricade 110 E. Berry sidewalk in fron of I & M Building starting Monday, December 17 through Monday, December 24, 1979 at all times.
PURPOSE: Raise money for Penny Pitch - barrel and loud speaker for broadcasting will be olaced there.

Aoproved and permit issued.

Meeting adjourned at 10:40 a.m.

Henry J. Helmsberger

Ethel W. Rambo

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Wednesday, December 19, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications: — Approved and permit issued.

7020 Markwood Ct. ----------A. D. Delagrange
5704 Sandra Lee Rd. ----------Graf Const. Co.
5705 Sandra Lee Rd. ----------Graf Const. Co.
5905 Sandra Lee Rd. ----------Graf Const. Co.

4. Received driveway applications: — Approved and permit issued.

7020 Markwood Rd. ---------- A. D. Delagrange
604 - 606 Villa Park Ct. ------- Morris Liechty
610 - 612 Villa Park Court ----- Morris Liechty
722 - 724 Villa Pk. Ct. -------- Morris Liechty
616 - 618 Villa Pk. Ct -------- Morris Liechty
2426 Broadway (Zoli's)---------- Edward Kessel

5. Received street cut applications: — Approved and permit issued.

3216 Addison ----------NIPSCO
Along Barr, Lafayette, Clinton, Eckart, Dalman, Wiebke, Darrow, Oakdale & Rudisill (alley) --- "
7306 Beaty (orkstrp) (2) ---C.U. Water Maint.
7316 Beaty (2) (prkstrp) --- "
Bradberry & Witchwood (orkstro) --- "
800 Blk. Broadway 90' so. of Berry St. ---Ind. & Mich.
2727 Busche Dr. ---NIPSCO
W. right-of-way of Calhoun from alley to Washington --- "
1517 Cass ---Gen. Tel.
2621 Chestnut ---NIPSCO
Clinton & Lewis (orkstro) --- "
Drexel & Winter (prkstrp) ---C.U. Water Maint.
Along Edgehill, Westbrook, Eastbrook State, Northway, Greenway & Clinton --- "
1321 Eliza ---NIPSCO
937 Elmer --- "
Fairfield - N/Clermont --- "
2912 Fairoak (orkstrps) ---C.U. Water Maint.
Harrison (Washington to alley s/Washington) ---C.U. Water Maint.
643 High ---Gen. Tel.
2500 Hobson (prkstro) ---C.U. Water Maint
128 Fairfax --- "
---NIPSCO

Along Inland Trail, Rapids Way,
River Run Ct., Clearwater Lane,
Channel Ct. ----------NIPSCO
603 Lavina --- "
2120 Lawndale --- "
1411 Louisedale --- "
2611 McArthur (prkstrp) ---C.U. Water Maint.
324 W. Main (prkstrp) --- "
3209 S. Monroe (alley) ---NIPSCO
457 Nussbaum --- "
1626 Oxford --- "
117 E. Pontiac ---C.U. Water Maint.
3101 Chestnut ---NIPSCO
3240 Sandpoint --- "
6221 Sharon --- "
3812 Sherman (prkstrp) -- C.W. Fuelling
W/ Sherman & N / Herman (alley) ---Ind. & Mich.
2519 Smith ---NIPSCO
5621 S. Harrison --- "
5630 Standish --- "
2616 Vance --- "
S. r/w WAshington bet. Calhoun
& Harrison ---Gen. Tele.
509-511 Villa Park Ct. ---NIPSCO
517 - 519 Villa Park Ct. --- "
1518 Dubois (prkstrp) ---NIPSCO
710 High --- "
526 S. Calhoun intersec. Columbia --- "
5009 McCullogh --- "
125 DeWald --- "
1011 Wells --- "
100 W. Dewald --- "
244 Woodland --- "
1321 Eliza (prkstrp) --- "
1616 E. Wayne --- "
807 E. Lewis --- "
5016 Marston (prkstrp) ---NIPSCO -cancellation
5616 Industrial (prkstrp) --- "

5840 Abbott ---C.U. Water Maint.
326 W. Baker (prkstrp) --- "
Barr /244 Woodland ---NIPSCO
1412 E. Berry ---J & G Discon.
910 E. Berry --- "
6700 Blk. Bittersweet (prkstrp) ---C.U. Water Maint
3128 S. Calhoun (orkstrp) --- "
1417 Columbia (prkstro) --- "
Covington Rd. at McKinley (prkstrp)--- "
2913 Drexel (prkstrp) --- "
1518 Dubois (prkstrp) --- "
924 Easton Trail ---NIPSCO
307 Edgeknoll ---C.U. Water Maint.
4307 Fairfield (alley) ---NIPSCO
500 Blk Fairmont ---C.U. Water Maint.
807 E. Lewis ---NIPSCO
1161 Francis --- "
3316 S. Hanna --- "
1140 Hayden ---Shambaugh & Sons
2525 S. Lafayette (prkstrp) ---J & G Discon.
1908 Lathrop (prkstrp) ---C.U. Water Maint.
4334 McMillen Pk. Dr. (prkstrp) --- "
1825 Meridian (prkstrp) --- "
Orchard at Corvalis --- "
515 E. Pettit ---NIPSCO
1327 E. Pontiac ---J & G Discon.
E. Pontiac (prkstrp) --- "
2707 Prairie Grove (3) orkstros) ---C.U. Water Maint.
2715 Prairie Grove (prkstrp) --- "
3836 Reynolds --- Water Maint. C.U.
2930 Smith ---NIPSCO
1403 Sycamore (prkstrp) ---C.U. Water Maint.
Taylor 25' E/Thompson --- "
716 - 718 Villa Park Ct. ---NIPSCO
506 - 508 Villa Park Ct. --- "

Washington Ctr. Rd. approx. 200' E./ Industrial Rd.	--- Ft. Wayne Water Utility
1616 E. Wayne	--- NIPSCO
Wells St. N/Fairmont	--- C.U. Water Maint.
Ewing Bridge project	--- Gen. Tele.
3004 S. Hanna (prkstrp)alley	--- NIPSCO
3525 S. Wayne (prkstro)	--- "
2525 S. Lafayette (prkstro)	--- "
1161 Francis	--- "
2630 Charlotte	--- "
7815 Tendall Ct.	--- "
7731 Bisque Ct.	--- "
Bluffton Rd. 75' N/Harber Rd.	--- "

6. Received agreement (REAL ESTATE LEASE) between City of Fort Wayne and Jerry Doran Auto Parts, Inc. for lease for a term of five years beginning on December 15, 1979 and ending on December 14, 1984 for rental in the amount of $100.00 per year the following described real estate:

Part of Lot 16 in Vesey's Garden Addition to the City of Fort Wayne, Indiana, according to the plat thereof, recorded at Plat Record 6, page 14 in the Office of the Recorder of Allen County, Indiana. (GRUBER AVENUE - ST. MARYS RIVER area).

Aporoved.

7. Received invoice #3 of L. W. Dailey, Inc. in the amount of $80,351.45 approved by the Street Engineering Department covering work on Resolution No. 5828-79 - Hanna-Creighton Phase III - East Central, Phase IV.

Approved and ordered paid by Community Development and Planning.

8. Received invoice #4 of L. W. Dailey, Inc. in the amount of $6,206.34 approved by the Street Engineering Department covering work on Resolution No. 5828-79 - Hanna-Creighton, Phase III - East Central, Phase IV. INVOICE IS FOR RETAINAGE.

Approved and ordered paid by Community Development and Planning.

9. Received recommendation from Water Engineer, D. Foland, for payment of the amount of $2,485.61 to Westwood Development, Inc. as reimbursement under Water Contract #7902 - Westwood Valley Section I.

Approved and ordered paid by City Utilities from the Water Utility Fund.

10. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Account write-offs as per list submitted: REVENUE ACCOUNTS - Water:$4,624.42 and Sewer: $2,316.32 MISC. ACCOUNTS RECEIVEABLE - Electric: $2,942.47 and Water: $1,694.71.

Aoproved.

11. Received invoice from Summit City Wrecking, Inc. in the amount of $3,292.92 approved by the Street Engineering Department covering demolition of building at 1123 Wells Street covered by Resolution No. 5834-79 BUILDING DEMOLITION - Wells Street - Ewing-Wells-Fairfield Bridge.

Approved and ordered paid from LRS Account #307.

12. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Const. Co. with Guaranty Bond in the amount of $2,106.33 signed by State Automobile Mutual Insurance Company for Sanitary Sewer to serve Lots 79 - 86 Highland Park Add. Ext.

Approved and ordered acceptance letter written.

13. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Const Co. with Guaranty Bond in the amount of $3,359.02 signed by State Automobile Mutual Insurance Company for Victory Life Temple Sanitary Sewer.

Approved.

Ordered acceptance letter written.

VOID THIS ENTRY 1/22/80 ---------

14. Received recommendation from Water Pollution Control Engineer to approve 17 additional taps for Crown Ridge Addition thereby allowing development of the entire 145 lots in preliminary plat.

Approved. Ordered the Water Pollution Control Engineer to have 19 manholes repaired.

15. Received acknowledgement and release from Ruth L. Schoenemann and Paul Schoenemann of receipt of $1,687.34 for any and all claims on damages in connection with Sanitary Sewer Resolution No. 302-78.

Approved.

16. Received ESCROW AGREEMENT between Anthony Wayne Bank and T - G Excavating, Inc. covered by Sewer Resolution No. 307-79 - Ranchwood, Phase II.

Approved.

17. EMERGENCY RESOLUTION NO. 68-164-17

Approved.

WHEREAS, an Emergency exists to repair a sanitary sewer in the alley off of Hanna Street between Suttenfield and Taber Streets; and

WHEREAS, bids were requested from L. W. Dailey, Inc.; John Dehner, Inc.; and Bercot, Inc. and L. W. Dailey, Inc. submitted price of $12,210.80:

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair said sewer and orders Water Pollution Control Maintenance to issue a Purchase Order to L. W. Dailey, Inc. for $12,210.80.

18. Received Purchase Order No. 001617 for L. W. Dailey, Inc. in the amount of $12,210.80 from Water Pollution Control Maintenance Department covering EMERGENCY RESOLUTION NO. 68-164-17 for emergency repair of sanitary sewer in alley off Hanna between Suttenfield and Taber Street.

Approved.

19. Received plat of Winterset Ridge submitted and approved by the City Plan Commission.

Approved.

20. Received License Agreement between Consolidated Rail Corp. and City of Fort Wayne for one sanitary sewer pipe to cross railroad in connection with Carroll High School sewers.

Approved.

Ordered City Utilities to pay amount of $1,250.00 to Consolidated Rail Corp.

Payment is to be made from Water Pollution Control Utility Fund.

21. Received Special Sewer Permit for Thomas-Leichty prepared and aooroved by the Water Pollution Control Engineer for John Hartman Construction to construct a sanitary sewer known as Villa of the Market Place, Section II. 25% Maintenance Bond is to be furnished at time Comoletion Affidavit is filed.	Approved and Special Sewer Permit issued. Board Order No. 191-79.
22. Received Special Sewer Permit for Joe A. Shoemaker prepared and approved by the Water Pollution Control Engineer for T - G Excavating, Inc. to construct sanitary sewer to serve 11407 Auburn Road Sanitary Sewer. 25% Maintenance Bond is to be furnished at the Completion Affidavit is filed. COVERED BY Pine Valley Sewer Ext. Agreement.	Aporoved and Special Sewer Permit issued. Board Order No. 192-79.
23. Received recommendation from Street Engineer and Comoletion Affidavit of Spears-Dehner, Inc. for Improvement Resolution No. 5797-78 - JEFFERSON - MAUMEE - WASHINGTON project.	Approved. Ordered acceptance letter written.
23A. Received Agreement between Leo-Cedarville Regional Sewer District and City of Fort Wayne whereby Leo - Cedarville Regional Sewer District will sell to the City a 15" gravity sewer line for $13,579.79.	Approved and ordered sent to the Common Council on Tuesday, January 8, 1980 at 8:00 p.m.
24. Received invoice of Bercot-Gibson Construction Comoany, Inc. in the amount of $7,175.09 approved by the verbal order of Chairman of the Board for equipment, labor and materials to clean up gasoline leak at Bass and Fairfield. (EMERGENCY ORDER BY FIRE DEPARTMENT and approved by the Board of Works.)	Aporoved and ordered paid from MVH Funds.
25. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $670.42 approved by the Street Engineering Department covering professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1979 letter of authorization of regarding Lake Avenue (Services from 10-29-79 thru 11-24-79).	Approved and ordered paid from LRS Account #334.
26. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $499.37 approved by the Street Engineering Deoartment covering professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1979 letter of authroization regarding Crescent Avenue (Services from 10-1-79 thru 11-24-79).	Aporoved and ordered paid from LRS Account #334.
27. Received quotations from the Purchasing Agent for the prooosed purchase of two sub-comoact vehicles: ALLEN COUNTY MOTORS ---------$9,259.66 HEFNER CHEVROLET, INC. ------$8,600.00 POINSATTE MOTORS, INC.------$11,606.00	Accepted bid of Hefner Chevrolet, Inc. under Purchase Order No. 001630 for one (1) 1980 Chevrolet Chevette ITJ08 Scooter for the Meter Reading Deoartment. Accepted bid of Hefner Chevrolet, Inc. under Purchase Order No. 001631 for one (1) 1980 Chevrolet Chevette ITJ08 Scooter for the Customer Service Department. Ordered sent to the Common Council on January 8, 1980 at 8:00 p.m.

28. Received Lease Agreement by and between Board of Commissioners of Allen County and City of Fort Wayne and City Utilities providing for allocation of cost of maintenance and operation of parking garage and parking and walk areas in proportion to space in building occupied by each party.

Approved.

On file in the Board of Public Works.

29. Received a request from Flex-Foam Roofing, 731 Osage, for permission to barricade corner of Main and Van Buren (blocking partial lane) on December 19, 20 and 21, 1979 from 7:00 a.m. to 5:00 p.m.
PURPOSE: Putting sealer on TSB Building St. Joe Hospital.

Approved and permit issued.

30. Received a request from Lounsbury Wrecking Company, P.O. 7012, for permission to barricade sidewalk (24 hours) and street (8 a.m. to 5 p.m. - one lane only) at 910 East Berry - corner of Harmar and Berry extending east about 300 feet.
PURPOSE: Demolition of building.
Permit is to be extended one week or so depending on the weather.

Approved and permit issued.

31. Received a request from Bercot-Gibson, Inc. 3838 Mobile Avenue, for permission to barricade Calhoun between Washington and Jefferson starting December 26, 1979 one week at all times.
PURPOSE: Install sewer system for Civic Parking Garage.

Approved and permit issued.

32. A request was received from Joyce Grotian, Pres., Canterbury School Parents Organization, 611 W. Berry, for permission to hold a parade on Thursday, December 20, 1979 from 7:30 p.m. to 8:30 p.m. ON SIDEWALKS - Berry, College & E. Wayne.
PURPOSE: Christmas caroling.

Approved and permit issued.

33. Received invoice from Shambaugh & Son, Inc. in the amount of $9,673.00 approved by the General Superintendent of City Utilities covered by Water Pollution Control Project - Division I - for "Repairs made to 10" PVC Chlorination Line at Stormwater Station per request of City of Fort Wayne - Change Request #78 (Change Order #23).

Approved and ordered City Utilities to pay invoice from Water Pollution Control Utility Fund.

Meeting adjourned at 10:45 a.m.

Henry P. Schneider

Edward W. LaMar

BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller

Clerk

Thursday, December 27, 1979

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 2:00 p.m.

H. P. WEHRENBERG, E. H. LAMAR, M. G SCOTT
Ursula Miller, Secretary and Clerk

H. P. Wehrenberg, E. H. LaMar
Ursula Miller

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permit issued.

5708 Lancashire Ct. ----------Frontier Homes
1411 Louisedale Drive----------Affordable Homes by Pelkington
4011 Vail Court ----------Affordable Homes by Pelkington
4012 Vail Court ----------Affordable Homes by Pelkington
4018 Vail Court ----------Affordable Homes by Pelkington Homes
2120 - 2122 Versailles Village Pl. ---Frontier Homes
2126-2128 Versailles Village Pl. -----Frontier Homes
2132 - 2134 Versailles Village Pl. ---Frontier Homes
1211 E. Wallace ----------Jet Contracting

4. RECEIVE BIDS:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, January 1980 at 9:00 a.m.

Street Improvement Resolution No. 5824-78 for repair and maintaining streets with an area bounded by Coliseum Boulevard, G.R. & I. R. R. and I-69 and Lima Road (commonly called Interstate Industrial Park) with concrete pavement repair, asphalt repair, resurfacing and ditching where needed:

BROOKS CONST. CO.		$103,382.50
L. W. DAILEY, INC.	----	$129,773.00
JOHN DEHNER, INC.	----	$153,598.00
HIPSKIND ASPHALT CORP.	----	$159,173.00
MOELLERING CONST CO.	----	$154,749.75
RIETH-RILEY CONST. CO.	----	$143,165.50

5. RECEIVE BIDS:

Improvement Resolution No. 5858-79 for demolishing the structures and clear the site of the Volunteers of America building at 1001 Wells Street:

MARTIN, INC. -------- $21,500.00

Referred to the Street Engineering Department for tabulation and report.

Award contract on Monday, January 7, 1980 at 9:00 a.m.

Thursday, December 27, 1979 at 3:30 p.m.

6. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sewer Improvement Resolution No. 878-79 - DIVISIONS I and II - Ludwig Park Addition Sanitary Sewer.

The Board determined the benefits as indicated.

Ordered the Water Pollution Control Engineering Department to prepare the Final Assessment Roll.

7. Received Final Assessment Roll prepared by Water Pollution Control Engineering Department for Sewer Improvement Resolution No. 878-79 - Ludwig Park Addition Sanitary Sewer DIVISIONS I and II.

CONFIRMED.

Ordered sent to the Department of Finance.

DIVISION I:

Ordered City Controller to release all cash monies but not to release Barrett Law Bonds until notified by Board of Public Works that L. W. Dailey, Inc. has established an escrow account in amount of $17,632.94 with said Board.

DIVISION II:

Ordered City Controller to release all cash monies but not to release Barrett Law Bonds until notified by Board of Public Works that T- G Excavating, Inc. had established an escrow account in amount of $26,198.00 with said Board.

8. Received insnection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of A. D. Oelagrange Construction Inc. with Guaranty Bond in the amount of $7,904.75 signed by International Fidelity Insurance Company for Orchard Woods, Section "B" Sanitary Sewer.

Approved.

Ordered acceptance letter written.

9. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of Shambaugh & Son, Inc. with Guaranty Bond in the amount of $23,814.00 signed by St. Paul Fire and Marine Insurance Company for Adams Center Road - Moeller Road Sanitary Sewer.

Approved.

Ordered acceptance letter written.

10. Received inspection report from the Water Engineering Oepartment and Completion Affidavit of Gordon Landscape with Guaranty Bond waived due to fact that water main is in satisfactory condition and in service in excess of one year. Acceptance is for The Knolls, Section II, Contract 7708

Approved.

Ordered acceotance letter written.

11. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $6,865.50 signed by State Automobile Mutual Insurance Company for Versailles Villas Sanitary Sewer.

Approved.

Ordered acceptance letter written.

12. Received inspection report from the Water Engineering Department and Completion Affidavit of Bercot, Inc. with Maintenance Bond in the amount of $22,975.00 signed by The Western Casualty and Surety Company for Water Contract No. 78-XP-2 - Lower Huntington Road Water Main.

Approved.

Ordered acceptance letter written.

13. Received inspection report from the Water Engineering Department and Completion Affidavit of Gordon Landscape with Guaranty Bond waived due to the fact that water main is in satisfactory condition and in service in excess of one year. Acceptance is for Willshire Estates, Section II - Water Contract 7801.

Approved.

Ordered acceptance letter written.

14. Received recommendation of Water Pollution Control Engineer to award Sanitary Sewer for west side of Baer Field to low bidder on Bid "A", Land Excavating, Inc. in the amount of $221,308 providing Teco contributes $50,000 and M & G contribute $20,000, said contributions to include fee of $7,800 oayable to Coil & Oickmeyer, Inc.

If Teco does not make contribution, recommendation is to award to low bidder on Bid "B" Land Excavating, Inc. in the amount of $96,790, providing M & G contributes $20,000, said contribution to include fee of $4,000 payable to Coil & Dickmeyer, Inc.

Approved.

Ordered Water Pollution Control Engineering to obtain contribution for Bid "A". If unsuccessful to obtain contribution for Bid "B".

15. Received Supplemental Sanitary Sewage Treatment Agreement between the City of Fort Wayne and the City of New Haven whereby both parties waive the right to terminate Water Pollution Control Treatment Agreement dated July 21, 1977 as well as Supplemental Agreement dated April, 1978 for a period of twenty years plus five years.

Ordered sent to the Water Pollution Control Engineering Department for recording.

A true copy is incorporated herein.

16. Received recommendation from the Water Engineering Department for the payment of retainage in the amount of $1,749.00 to Bercot, Inc. as final payment for Project 78-XP-2 Lower Huntington Road Water Main.

Approved and ordered the City Utilities to pay invoice from the Water Utility Fund.

17. Received Change Orders #2 and #3 of Hagerman Construction Corporation approved by Martindale, Tourney, Gibson, Inc., Architects, for Project - CIVIC CENTER PARKING GARAGE - Total increase for #2 is $5,507.00 Total increase for #3 is $9,135.00

Approved and ordered sent to the Common Council on Monday, January 7, 1980 at 8:00 p.m.

18. Received Change Order No. 1 of Brooks Construction Company, Inc. approved by the Street Engineering Department for the decrease of $23,406.49 for Resolution No. 5841-79 - 1979 Resurfacing in 1st Councilmanic District.

Approved.

19. Received Change Order No. 1 of Wayne Asphalt & Construction Company approved by the Street Engineering Department for the Contract Price of $190,696.90 for Resolution No. 5843-79 - Resurfacing eight streets: Poinsette, W. State, Colwyn Lane, Marston, Andrew, Cherokee, Ridgewood and Red Haw. No increase - no decrease.

Approved.

20. Received Change Order No. 1 of Wayne Asphalt & Construction Company approved by the Street Engineering Department for the Contract Price of $110,113.05 for Resolution No. 5844-79 - 1979 Resurfacing of seven streets: Enola Ct., Ooechee Way, Juliette Avenue, High St., Edenton Dr., Creston Lane and Dresden Lane.

Approved.

21. Received Change Order No. 1 of Moellering Construction Company approved by the Street Engineering Department for the decrease of $9,110.77 covered by Resolution No. 5846-79 Resurfacing of McKinnie Avenue.

Approved.

22. Received Change Order No. 1 of Moellering Construction Company approved by the Street Engineering Department for the decrease of $19,369.65 covered by Resolution No. 5847-79 for Resurfacing five streets: Lillie, Winter, Oliver, Reed and Queen Streets.

Approved.

23. Received Change Order No. 1 of Moellering Construction Company approved by the Street Engineering Department for the decrease of $11,512.59 covered by Resolution No. 5845-79 for Resurfacing in 5th Councilmanic District.

Approved.

24. Received Change Order No. 1 of Dailey Asphalt Products Company approved by the Street Engineering Department for Contract Price of $241,838.00 for Resolution No. 5850-1979 for 1979 Resurfacing the following Clinton, Calhoun, Soy Run Extended and Wayne Street. NO INCREASE - NO DECREASE.

Approved.

25. Received Change Order No. 1 of Dailey Asphalt Products Company approved by the Street Engineering Department for Resolution No. 5851-79 for 1979 Resurfacing for Contract Price of $236,644.50. Resurfacing is for Anthony Boulevard - Maumee Avenue to Rudisill Boulevard. NO INCREASE - NO DECREASE.

Approved.

26. Received Change Order No. 1 of Dailey Asphalt Products Company, Inc. approved by the Street Engineering Department for Contract Price of $319,634.00 for Resolution No. 5849-79 - for Resurfacing Oxford, Main and Bluffton Road. NO INCREASE - NO DECREASE.

Approved.

27. Received Change Order No. 1 of Wayne Asphalt & Construction Company approved by the Street Engineering Department for a decrease of $15,000.60 for Resolution No. 5820-78 for Resurfacing of Broadway.

Approved.

28a Received Warranty Deed whereby Wm. P. Schenkel & Sons, an Indiana Partnership, conveys and warrants to the City of Fort Wayne of Allen County, Indiana, the following described real estate in Allen County: (EWING-FAIRFIELD-WELLS Project).

Commencing at a point 155 feet West of the Northwest corner of Ewing Street and Water Street, now Superior Street, as in the plat of Ewing's Addition, as recorded in Book 2, at page 40, of the plat records in the Allen County Recorder's Office, etc.

Subject to all real estate taxes due, and to all easements, assessments, restrictions, and limitations of record.

Approved.

A true copy is incorporated herein.

28b Received Warranty Deed whereby PPR Company, an Indiana General Partnership, by LAWRENCE RIGANESE, DONALD L. PARKER AND ROBERT E. PARROT, each over the age of eighteen years being all of the partners of said partnership of Allen County in the State of Indiana convey and warrant to City of Fort Wayne, Indiana, of Allen County, Indiana the following real estate: (EWING-FAIRFIELD-WELLS Project).

A strip of land on West Superior Street, laying between said Street and St. Marys River, and running East from Griffith Street, or Fairfield (as now called), One Hundred and ten feet, to Trier's property on the East.

This conveyance is subject to easements, right-of way of record and to taxes for 1979 payable in 1980 and subsequent taxes. #79-05055 - Feb. 26, 1979.

Approved.

A true copy is incorporated herein.

28c Received Warranty Deed whereby The Volunteers of America, Inc., a New York Corporation by J. F. McMahan, President, and Edna Clements, Secretary of New York County in the State of New York convey and warrant to City of Fort Wayne of Allen County in the State of Indiana the following real estate in Allen County: (EWING-FAIRFIELD-WELLS Project).

All that part of Lot #7 in Wells Preemption, in Township 30 North, of Range 12 East, lying North of the right of way of the Lake Shore and Michigan Southern Railway (formerly the Fort Wayne, Jackson, and Saginaw Railway) and West of Wells Street, in the City of Fort Wayne.

Grantor states and warrants that there is no gross income tax due.
#79-11175 - May 1, 1979.

Approved.

A true copy is incorporated herein.

28d Received Warranty Deed whereby Charles P. Jacobs, over the age of 18 years of Allen County in the State of Indiana, conveys and warrants to the City of Fort Wayne, Indiana the following described real estate: (EWING-FAIRFIELD-WELLS Project).

Commencing at a point on the North side of Superior Street in the City of Fort Wayne, where the West line of Ewing Street as originally platted, if extended, would intersect the same, etc.

Subject to taxes.
79-32247 October 19, 1979.

Approved.

A true copy is incorporated herein.

29. Received a request from Moellering Construction Company, 3400 Engle, for permission to barricade Wells Street to North intersection of High Street on December 27, 1979 thru January 3, 1979 around the clock.
PURPOSE: Construction of storm sewers - detour routes to be provided by Traffic Engineering.

Approved and permit issued.

30. Received a request from F. R. Johnloz, 502 E. Sherwood Terrace, for oermission to barricade 803 S. Calhoun around the clock on January 2 thru January 16, 1979.
PURPOSE: Park truck - for remodeling office on 7th floor - (Payne & Weber).

Approved and permit issued.

31. Received Warranty Deed whereby William F. Schenkel, Norbert J. Schenkel, H. Joseoh Schenkel and Cletus P. Schenkel convey and warrant to the City of Fort Wayne of Allen County in the State of Indiana the following: (EWING-FAIRFIELD-WELLS St. Project).

Commencing at a point 155 feet West of the Northwest corner of Ewing Street and Water Street, now Superior Street, as in the plat of Ewing's Addition, as recorded in Book 2, at oage 40, of the plat records in the Allen County Recorder's Office.

Subject to all real estate taxes due, and to all easements, assessments, restrictions and limitations of record.

Approved.

Meeting adjourned at 4:35 p.m.

Henry P. Schmidt

BOARD OF PUBLIC WORKS

ATTEST: Norma J. Miller
Clerk

Thursday, January 3, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M. L. AKERS, Chairman
Sandra Kennedy, Clerk

OWING TO THE FACT THAT NO QUORUM WAS IN ATTENDANCE NO MEETING WAS HELD AND PUBLIC HEARING WAS CONTINUED TO THURSDAY, January 17, 1980 at 3:30 p.m.

1. PUBLIC HEARING:

Received request of General Electric Company for License Agreement to fence in a parking lot enclosing part of Nelson Street and various alleys.

General Electric Company ordered to cause a legal notice of said Hearing to be published at its expense in Fort Wayne Journal-Gazette and Fort Wayne News-Sentinel on December 7 and December 14, 1979.

Monday, January 7, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M. L. AKERS, CHAIRMAN
Sandra Kennedy, Clerk

OWING TO THE FACT THAT NO QUORUM WAS IN ATTENDANCE NO MEETING WAS HELD AND PUBLIC MEETING WAS CONTINUED TO Monday, January 14, 1980 at 9:00 a.m.

1. AWARD CONTRACT:

Resolution No. 5824-78 for repairing and maintaining the streets within an area bounded by Coliseum Boulevard, G. R. & I. R. R., I-69 and Lima Road (commonly called Interstate Industrial Park) with concrete pavement repair, asphalt repair, resurfacing and ditching where needed.

2. AWARD CONTRACT:

Resolution No. 5858-79 for demolishing the structures and clearing the site of the Volunteers of America building at 1001 Wells Street.

Thursday, January 10, 1980

Department of Public Works
Office of the Board
Regular meeting held at 9:00 a.m.

MARK L. AKERS, Chairman
CARL E. O'NEAL AND SANDRA E. KENNEDY, Interim Members
Sandra E. Kennedy, Clerk

M.L. Akers, C. E. O'Neal,
S. E. Kennedy
Sandra E.Kennedy

His Honor, Winfield C. Moses, Jr., appointed Mark L. Akers as Chairman of the Board of Public Works and Carl O'Neal and Sandra E. Kennedy as interim members of the Board of Public Works.

Pursuant to the foregoing organization, the Board now convenes for the purpose of transacting its normal business.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

616 Archer (alley)	----------AAA Sewer Serv.
5605 Bowser	---NIPSCO
4800 Blk. Bowser	---C.U. Water Maint.
2020 Brookside (prkstrp)	--- "
1934 S. Calhoun	---NIPSCO
2103 S. Calhoun	---C.U. Water Maint.
Capitol & Oliver	--- "
2216 S. Hanna (prkstrp)	--- "
4100- 4200 Harris Rd.	---John Hartman Const.
Huffman & Tyler	---C.U. Water Maint.
2212 Maplewood Rd.	--- "
2514 Maumee	--- "
2915 Schaper Dr.	---NIPSCO
1226 Shoreview	--- "
728 Snowfall Rd.	--- "
State & Tyler	---C.U. Water Maint
729 - 731 Villa Park Ct.	---NIPSCO
811-813 Villa Pk. Ct.	--- "
600' along Versailles Village Place from Harris Rd.	--- "
4617 Virginia	--- "
5731 Wayne Trace	--- "
4717 Weisser Park (parkstrp)	---C.U. Water Maint.
1241 Wells	---Hipskind Asphalt Corp.
921 Maumee	---NIPSCO
7011 Ordway	--- "
2703 Mounded Ct.	--- "
On Pontiac 200' of intersec. of Pontiac and Adams	--- "
1850 Minter (alley)	--- "
1623 Barthold	--- "
2014 Oxford / Central	--- "
1429 Irene	--- "
N/E cor. Pursley & S. Harrison	--- "
N/W cor. Fairfield & W. Rudisill	--- "
1334 Kitch (prkstrp) C/L	--- "
918 Dearborn (alley)	--- "
3319 Winter (alley)	--- "
461 E. Creighton	--- "
3304 Wayne Tract (prkstrp) C/L	--- "
1606 Simon	--- "
2110 California (alley)	--- "

2438 Weisser Pk.	---	NIPSCO
1312 Stophlet (prkstrp)	---	"
1429 Irene	---	"
N/E cor. Pursley & S. Harrison	---	"
N/W cor. Fairfield & Rudisill	---	"
1334 Kitch - C/L	---	"

4. Received driveway application:

Approved.

3240 Sandpoint Rd. ----------Albert Miller

5. RESOLUTION NO. 68-176-5

Approved.

WHEREAS, the property owners of Lots 47 thru 60 in Lake Forest Addition have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public utility easement situated in Fort Wayne, Allen County, to-wit:

The west 7 feet of a dedicated 140 foot utility easement on the eastern boundary of Lots 47 through 60 in Lake Forest Addition, Section 1 to the City of Fort Wayne, except the east-west easements intersection

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 18-7-5-46.

6. RESOLUTION NO. 68-176-6

Approved.

WHEREAS, Eugene H. Boling has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

The south one foot of the east 45 feet of the east/west alley located in Block 15 Rockhill Heir's Addition, according to the recorded plat thereof

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 18-7-5-46.

7. RESOLUTION NO. 68-176-7

Approved.

WHEREAS, Clark Valentine, Trust Office Fort Wayne National Bank has peititoned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of a portion of a street situated in Fort Wayne, Allen County, to-wit:

Part of the Northwest Quarter, Section 8, Township 30 North, Range 13 East, Allen County, Indiana, in particular described as follows, to-wit:

Commencing at the point of intersection of the West line of said Northwest Quarter with the North right-of-way line of Wabash Railroad (now the Norfolk and Western); thence East, on and along said North line, a distance of 1310.9 feet; thence Northerly by an interior angle of 89° -56', a distance of 318.2 feet to a point on the Southerly right-if-way line of said Pennsylvania Street, said point being the true point of beginning; thence continuing Northerly on the last described course, a distance of 50.80 feet to a point on the Northerly right-of-way line of said Pennsylvania Street; thence Northwesterly, by a deflection angle left of 79° -49', on and along said Northerly right-of-way line, a distance of 385.37 feet; thence Southwesterly, by a deflection angle left of 100 degrees - 47', a distance of 50.90 feet to a point on the Southerly right-of-way line of said Pennsylvania Street; thence Southeasterly, by a deflection angle left of 79 degrees -13', on and along said Southerly right-of-way line, a distance of 384.83 feet to the true point of beginning.

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 18-7-5-46.

8. Received Change Order #1 of Hipskind Asphalt Corporation in the amount of $5,549.55 approved by the Street Engineering Department covered by Resolution No. 5832-79 for College Street Elevation Repair.

Approved.

Ordered sent to the Common Council on Tuesday, January 22, 1980 at 8:00 p.m.

9. Received invoice of Carrington & Associates, Inc. in the amount of $3,284.50 approved by the Street Engineering Department covered by Purchase Order 4-06849 covering miscellaneous invitational bid for curb replacement on the north side of Elizabeth Street adjacent to and west of Spy Run.

Approved and ordered paid from Purchase Order 4-06749.

10. Received invoice of Carrington & Associates, Inc. in the amount of $4,162.00 approved by the Street Engineering Department covered by Purchase Order No. 4-07292 covering miscellaneous invitational bid for various projects at Trinity Blvd. & Stafford Avenue, 1737 Trinity Blvd., and corner Davis and Benuette Streets.

Approved and ordered paid from Purchase Order 4-07292.

11. Received invoice of Carrington & Associates, Inc. in the amount of $1,540.00 approved by the Street Engineering Department covered by Purchase Order No. 4-07339 covering miscellaneous invitational bid for project at 3000 Block East State Boulevard.

Approved and ordered paid from Purchase Order 4-07339.

12. Received invoice of Carrington & Associates, Inc. in the amount of $3,082.75 approved by the Street Engineering Department covered by Purchase Order No. 4-07293 covering miscellaneous invitational bid for various projects of replacement and restoration.

Approved and ordered paid from Purchase Order 4-07293.

13. Received invoice of Carrington & Associates, Inc. in the amount of $1,703.60 approved by the Street Engineering Oepartment covered by Purchase Order No. 4-07286 for project at Avalon Orive and L. Huntington Road intersection and 2505 Shady Oak Drive.

Approved and ordered paid from Purchase Order 4-07286.

14. Received invoice #70-10-210-01-16 of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $21,034.37 approved by the Assistant General Superintendent of City Utilities covering general engineering and resident engineering fees for water works improvements in according to Contracts 77-W-2 for Agreement dated Oecember 7, 1970 and Amendment No. 1 dated March 30, 1977.

Approved and ordered paid by City Utilities from the Water Utility Fund.

15. Received Special Street Permit for Clinic Court, University Park Addition, approved by the Street Engineering Oepartment. Oeveloper is Al Zacker.

Approved and Special Street Permit issued.

16. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $9,900.00 approved by the Street Engineering Oepartment for professional services in accordance with the October 23, 1978 Engineering Agreement and the January 22, 1979 letter of authorization regarding the AROMORE - HILLEGAS CORRIDOR.

Approved and ordered paid from LRS Account #314.

17. Received invoice #2 of Structural Concrete Services in the amount of $3,400.00 approved by the Street Engineering Department covering Resolution No. 5836-79 - City-County Parking Plaza Repair.

Approved and ordered paid from Account 402-345-345-4713.

18. RESOLUTION NO. 68-178-18

8E IT RESOLVEO, by the 8oard of Public Works of the City of Fort Wayne, Indiana, that its Chairman is hereby designated to be the authorized signatory in behalf of the City of Fort Wayne on any instruments or documents pertaining to USEPA Grants for Sewage Works. The aforesaid signatory is further authorized to execute any subsequent documents pertaining to said USEPA Grants for the City of Fort Wayne.

Adopted this January 10, 1980

A true copy is incorporated herein.

19. Received inspection report from the Street Engineering Department and Completion Affidavit of A. D. Delagrange, Inc. for SHOAFF PARK RIVER ESTATES STREETS: (Shoaff Park River Drive, Calico Court, Stepping Stone Lane, Chicory Drive, Pavilion Court, Rosebay Court and 8unchberry Court). Maintenance Bond in the amount of $30,250.00 is required before acceptance.

Approved.

Ordered acceptance letter written.

20. Received Agreement with J. Frank Dodrill for consulting services with the City of Fort Wayne for the calendar year of 1980. Services are not to exceed $5,000 and are for City Utilities.

Approved.

On file in the Board of Public Works.

21. Received invoice of Butler Fairman and Seufert, Inc. in the amount of $4,541.25 covering City's share for engineering inspection services performed in connection with the Ewing - Fairfield - Wells Bridge project. (in accordance with contract dated October 16, 1979).

Approved and ordered paid from LRS Account #307.

22. Received invoice #5 of Consolidated Rail Corporation in the amount of $17,263.96 prepared and approved by the Street Engineering Department covering crossing, light signals, and short arm gates at Fernhill Avenue Extended per Force Account Agreement. RESOLUTION NO. 5835-79.

Approved and ordered paid from LRS Account #329.

23. A request was received from T - G Excavating, Inc. for permission to barricade Beacon Street between Lake and State on January 4, 1980 from 7:00 a.m. to 5:00 p.m.
PURPOSE: Installing drainage.

Approved and permit issued.

24. Received a request from Indiana & Michigan Electric Company, 2101 Spy Run, for permission to barricade Clinton North of Washington to alley - for all five lanes - two lanes will be closed at one time - on January 7 thru January 18, 1980 at all times.
PURPOSE: Summit Square Project.

Approved and permit issued.

25. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade the 500 and 600 block of Wildwood (bag 9 meters) starting January 7, 1980 thru January 21, 1980 at all times.
PURPOSE: Install gas mains.

Approved and permit issued.

26. Received a request from Parks & Recreation, City County Building, 8th Floor, for permission to barricade Franke Park at the Football Field on January 26 and 27, 1980 at all times.
PURPOSE: To run the winter festival.

Approved and permit issued.

27. Received partial payment estimate #2 of Hagerman Construction Corporation in the amount of $121,453.00 approved by Martindale, Tourney, Gibson, Inc. for construction of CIVIC CENTER PARKING GARAGE. Resolution No. 67-189-14.

Approved and ordered Estimate #2 in the amount of $121,453.00 paid to Hagerman Construction Corporation.

Also ordered amount of $13,494.78 paid to Hagerman Construction Corporation Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from Account 402-382-382-4200.

28. Received invoice #5 of Shambaugh & Son, Inc. in the amount of $72,525.42 approved by McNamee, Porter and Seeley, Consulting Engineers, for CONTRACT 77-W-3 - Water Works Improvements - St. Joseph Dam & Pump Station.

Approved and ordered invoice of Shambaugh & Son, Inc. in the amount of $72,525.42 paid by City Utilities.

Also ordered the amount of $8,058.38 paid to Shambaugh & Son Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

29. Received invoice #11 of Hagerman-Shambaugh, joint bidders, in the amount of $657,542.70 approved by McNamee, Porter and Seeley, Consulting Engineers, covering work on Contract 77-W-2 - Fort Wayne Water Filtration Plant. Recommendation for payment received from Assistant to General Superintendent of City Utilities.

Approved and ordered City Utilities to pay invoice of Hagerman - Shambaugh in the amount of $657,542.70.

Also ordered Fort Wayne National Bank to pay Hagerman-Shambaugh Escrow Account the amount of $73,060.30.

Payments are to be made from the Water Utility Fund.

30. Received invoice #5 of Hipskind Asphalt Corporation in the amount of $4,047.30 approved by the Street Engineering Department covering work performed on Resolution No. 5832-79 - College Street Elevation Repair.

Approved and ordered paid from MVH Funds.

Meeting adjourned at 11:50 a.m.

Carl E. Neal

Sandra E. Kennedy

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Clerk

Thursday, January 10, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

MARK L. AKERS, Chairman CARL E. O'NEAL AND SANDRA E. KENNEDY, Interim members Sandra E. Kennedy, Clerk	M. L. Akers, C. O'Neal and Sandra Kennedy Sandra Kennedy
1. HEARING ON CONFIRMATION: Street Lighting Resolution No. 138-79 for ornamental street lights from Maple Grove to Woodsdale on Schaper Drive.	Continued to Thursday, January 24, 1980 at 3:30 p.m. Time up to receive remonstrance Monday, January 21, 1980 at 5:00 p.m.
2. Received invoice #1 of T - G Excavating, Inc. in the amount of $55,489.68 approved by the Water Pollution Control Engineering Department covering work on Sewer Improvement Resolution No. 307-79 - Ranchwood - Phase I Sanitary Sewer.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund. Also payment of $6,165.52 is to be made to T-G Excavating Escrow Account at Anthony Wayne Bank.
3. Received Special Sewer Permit for Roberts Associates prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Dan Roberts to construct sanitary sewer to serve Country Kitchen - St. Joe Center Road.	Approved and special sewer permit issued. Board Order No. 1-1980.
4. Received a request from Water Pollution Control Maintenance Department for permission to barricade Lewis between Lafayette and Clay Streets on January 10, 1980 from 8:30 a.m. till 12:00 Noon. PURPOSE: Repair Sewer Line.	Approved and permit issued.

5. Received a request from Lincoln National Life Insurance Company, 1300 South Clinton Street, for permission to barricade Harrison Street closed between Douglas and Brackenridge (event to take place in front of the home office building at 1301 S. Harrison on Tuesday, February 12, 1980 starting at 7:00 p.m.
PURPOSE: Annual Lincoln Life Boy Scout Pilgrimage.

Approved and permit issued.

7. Received a request from Allen County Right to Life, 1009 W. Berry, for permission to hold a parade on Saturday, January 19, 1980 from 12:00 Noon to 1:00 p.m.
Route to be traveled: City-County Parking Lot - south on Calhoun to Lewis to Central High School.
PURPOSE: Commemorate Superior Court Decision.

Approved and permit issued.

8. Received inspection report from the Street Engineering Department and Completion Affidavit of John Hartman Construction Company for Versailles Village Place. Maintenance bond in the amount of $11,250.00 is required before acceptance.

Approved.

Ordered acceptance letter written.

Meeting adjourned at 4:50 p.m.

Carl E. Neal

Sandra E. Kennedy

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Monday, January 14, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

MARK L. AKERS, Chairman
CARL E. O'NEAL AND SANDRA E. KENNEDY, Interim Members
Sandra E. Kennedy, Clerk

M. L. Akers, C. E. O'Neal and
Sandra E. Kennedy
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

7731 Bisque Ct.	NIPSCO
Bluffton Rd. - 75' N. of Harber Ditch	"
2704 Busche Dr.	"
(alley) W/Calhoun and S/Darrow	Gen. Tele.
Camden at Essex Lane (prkstrp)	C.U. Water Maint.
2630 Charlotte	NIPSCO
Clinton Ct. - 166'S./cl	"
5534 Cloverbrook	C.U. Water Maint.
502 Corwin Lane (prkstrp)	"
S / Douglas for 1207 S. Webster	NIPSCO
3360 Eastwood	C.U. Water Maint.
701 Edgewater (alley)	NIPSCO
707 Edgewater	"
1314 Eliza	"
935 Elmer	"
422 Fairmont Pl.	"
Fairmont & Wells	C.U. Water Maint.
2710 Gilbert	"
2945 S. Hanna	"
Harrison S/Belmont	"
3025 Holton	NIPSCO
Holton & Fairfax	C.U. Water Maint.
5711 Lancashire Ct.	NIPSCO
S / Louisedale in front of Lots 60 & 63 Seneca Hills	Ind. & Mich.
2901 Lynn (prkstrp)	C.U. Water Maint.
208 W. Main	NIPSCO
2718 Millbrook	"
3023 Monroe (alley)	"
Monroe bet. Masterson & Wallace	C.U. Water Maint.
1809 Oxford	NIPSCO
200 blk. W. Paulding	C.U. Water Maint.
2518 Priscilla Lane (prkstrp)	"
3533 Reed (prkstrp)	"
4756 Reed	"
1720 E. Rudisill	NIPSCO
1215 W. Rudisill	C.U. Water Maint.
6648 St. Joe Rd.	NIPSCO
5705 Sandra Lee	"
803 Stratton Rd.	C.U. Water Maint.
7815 Tendall Ct.	NIPSCO
2904 Trentman (prkstrp)	C. U. Water Maint.
2200 Tyler	"
4012 Vail Ct.	NIPSCO
4211 Vance (prkstrp)	C. U. Water Maint.

Vesey Ave. at Kinsmoor & Gruber	---	C.U. Water Maint.
Warsaw, S/Dalman	---	"
226 E. Washington (alley S. of)	---	NIPSCO
Waynewood, W. of Liberty	---	C.U. Water Maint.
1125 Wells	---	NIPSCO
900 blk. Wells	---	C.U. Water Maint.
1100, 1200, & 1300 blk. of Foster Parkway(11 cuts)	---	NIPSCO
3319 Winter (alley)	---	"
461 E. Creighton	---	"
3304 Wayne Trace (prkstrp)	---	"
1312 Stophlet (prkstrp)	---	"
2438 Weisser Pk.	---	"
2110 California (alley)	---	"
728 Snowfall (prkstrp)	---	"
1606 Simon	---	"
7136 Keber Ct. (prkstrp)	---	"
7108 Antebelum (prkstrp)	---	"
4617 Virginia	---	"
1131 E. Pontiac (prkstrp)	---	"
504 High	---	"
818 E. Jefferson (alley)	---	"
1726 Tecumseh (alley c/l	---	"

4. Continued from January 7, 1980
AWARD CONTRACT:

Resolution No. 5824-78 for repairing and maintaining the streets within an area bounded by Coliseum Boulevard, G. R. & I. R. R., I-69 and Lima Road (commonly called Interstate Industrial Park) with concrete pavement repair, asphalt repair, resurfacing and ditching where needed.

AWARD contract to Brooks Construction Company at and for their bid in the amount of $103,382.50 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

5. Continued from January 7, 1980
AWARD CONTRACT:

Resolution No. 5858-79 for demolishing the structures and clearing the site of the Volunteers of America building at 1001 Wells Street.

AWARD contract to Martin, Inc. at and for their bid in the amount of $21,500.00 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

6. Received inspection report from the Water Engineering Department and Completion Affidavit of Ground Services, Inc. with Guaranty Bond in the amount of $24,425.00 signed by United States Fidelity & Guaranty for Water Contract No. 79-XP-1 Getz Road across West Jefferson Boulevard.

Approved.

Ordered acceptance letter written.

7. A request was received from NIPSCO, 114 East Wayne, for permission to barricade the east-west alley between Washington and Jefferson from Barr to Lafayette at all times starting Wednesday, January 16, 1980 until January 25, 1980 .
PURPOSE: Install new main.

Approved and permit issued.

8. Received a request from T - G Excavating, Inc., 5544 Huegenard Rd., for permission to barricade Beacon between Lake and State Wednesday, January 16, 1980 and Thursday, January 17, 1980 from 7:00 a.m. to 5:00 p.m.
PURPOSE: Installing drainage.

Approved and permit issued.

9. Received a request from Indiana & Michigan Electric Co., 2101 Spy Run, for permission to barricade Broadway South between Berry & Wayne - will keep two lanes open - Thursday, January 17, 1980 and Friday, January 18, 1980 also Monday, January 21, 1980 thru Thursday, January 25, 1980 at all times.
PURPOSE: Install underground facilities for St. Joe Parking Garage.

Approved and permit issued.

10. A request was received from Indiana and Michigan Electric Co., Melford Peters - Substation 538 - for permission to barricade the alley west of Sherman and North of Herman starting Thursday, January 17, 1980 - if weather permitting until Monday, January 28, 1980 (if not Friday, January 18th until January 29, 1980 - or Monday, January 22 until February 1, 1980) at all times.
PURPOSE: Cut in alley.

Approved and permit issued.

11. Received Warranty Deed whereby John F. Bercot and Daniella E. Bercot convey and warrant to the City of Fort Wayne, Allen County, Indiana, real estate:(EWING-FAIRFIELD-WELLS BRIDGE)

Lot #1, P.A. Randall's Subdivision of Hanna's Out Lot, except that part of said Lot #1 sold off by Deed, dated August 24, 1926, given by Rachel A. Baker to Indiana Service Corporation, recorded in Deed Record 305, page 589, and shown as No. 92 of the abstract, in the City of Fort Wayne. (1115 Wells Street) Recorded No. 80-01054.

A true copy is incorporated herein.

12. Received Warranty Deed whereby John F. Bercot and Daniella E. Bercot convey and warrant to the City of Fort Wayne, Allen County, Indiana, real estate : (EWING-FAIRFIELD-WELLS BRIDGE)

Property located at 1125 Wells Street - see description on copy herein incorporated. RECORDED: 80-01055).

A true copy is incorporated herein.

Meeting adjourned at 11:00 a.m.

Carl E. O'Neal

Sandra E. Kennedy

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Thursday, January 17, 1980

Department of Public Works
Office of the Board
Regular meeting held at 3:30 p.m.
Room 910, City-County Building

MARK L. AKERS, Chairman
CARL E. O'NEAL AND SANDRA E. KENNEDY, Interim Members
Sandra E. Kennedy, Clerk

M.L. Akers, C. E. O'Neal, S.Kennedy
Sandra E. Kennedy

Received Minutes of Meeting held on Thursday, June 10, 1980 at 9 a.m.; Thursday, January 10, 1980 at 3:30 p.m. and Monday, January 14, 1980 at 9:00 a.m.

1. Continued from January 3, 1980
PUBLIC HEARING:

Continued to Thursday, January 24, 1980 at 3:30 p.m.

Received a request of General Electric Company for License Agreement to fence in a parking lot enclosing part of Nelson Street and various alleys.

General Electric Company ordered to cause a legal notice of said Hearing to be published at its expense in Fort Wayne Journal-Gazette and Fort Wayne News-Sentinel on December 7 and December 14, 1979.

2. HEARING ON CONFIRMATION:

Continued to Thursday, January 31, 1980 at 3:30 p.m.

Time up to receive remonstrance Monday, January 28, 1980 at 5:00 p.m.

Street Lighting Resolution No. 139-79 for ornamental street lighting in Lofton Woods III (Landover Place, Highgate Place and Duprey Drive area).

Meeting adjourned at 4:15 p.m.

Carl E. O'Neal

Sandra E. Kennedy

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Monday, January 21, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

MARK L. AKERS, Chairman
CARL E. O'NEAL AND SANDRA E. KENNEDY, Interim Members
Sandra E. Kennedy, Clerk

M. L. Akers, C. E. O'Neal, S. Kennedy
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

1. Received street cut applications:

Approved and permits issued.

7020 Ardmore	NIPSCO
Beaty, N/Waynewood (prkstrp)	C.U. Water Maint.
520 - 524 W. Brackenridge (prkstrp)	"
3036 S. Calhoun (prkstrp)	"
335 E. Creighton (prkstrp)	"
1210 Curdes (prkstrp)	"
4117 Dalewood (prkstrp)	"
Fairoak & Beaty	"
1207 Farwood (prkstrp)	"
Fulton at alley S/Berry	NIPSCO
1912 N. Glendale	C.U. Water Maint.
613 S. Harrison	NIPSCO
S. Harrison N/Paulding Rd.	C.U. Water Maint.
1203 Kensington (prkstrp)	"
1417 Broadway	NIPSCO
2003 Maumee	"
2703 Mounded Ct.	"
7011 Ordway Dr.	"
2926 Pittsburg (prkstrp)	C.U. Water Maint.
1406 Rosemont (prkstrp)	"
5850 River Run Trail	NIPSCO
St. Louis / 7515 Bluffton Rd.	"
510 Spring Ct. (prkstrp)	C.U. Water Maint.
1849 Spy Run (prkstrp)	"
5206 - 5208 Vermont Lane	NIPSCO
5018 - 2020 Vermont Lane	"
2120 - 2122 Versailles Village Pl.	"
432 E. Wildwood (prkstrp)	"
122 E. Woodland (prkstrp)	"
2031 Reckeweg (prkstrp)	"
447 St. Martins (prkstrp)	"
1929 Lathrop	"
1129 Wells (alley)	"
331 & 333 Alverno (prkstrp)	C.U. Water Maint.
2426 Broadway (2)	T&G Excav.
2528 S. Calhoun	NIPSCO
7030 Elzey (prkstrp)	C.U. Water Maint.
1814 Fairfield (prkstrp)	"
3805 Grayston	NIPSCO
1803 Hale	Golden Rule
2508 S. Hanna	C.U. Water Maint.

E. / Hessen Cassel - N/Vantabe View	--- Gen. Tel.
2912 Inwood (prkstrps) (2)	--- C.U. Water Maint.
1929 Lathrop Place	--- NIPSCO
E. Lewis / East at Lafayette	--- C.U. Water Maint.
Lexington, Branning, Sheridan and Old Mill Rd.	--- NIPSCO
1630 Maumee at Lillie	--- "
4402 Reed	--- "
447 St. Martins	--- "
1040 Somerset Lane (prkstrp)	--- C.U. Water Maint.
2701 Timbers Dr.	--- NIPSCO
4018 Vail Ct.	--- "
516- 518, 528 - 530, across from 604 - 606, 608-610, 618 - 620, and 728 Villa Park Court	--- "
Walter St. /1305 - 1247 Maumee	--- "
2909 - 3004 Waynewood (2) (prkstrp)	--- C.U. Water Maint.
4828 Webster	--- NIPSCO
4324 Weisser Park (alley)	--- "
1129 Wilt (alley)	--- "
2834 McCormick (alley)	--- "
6321 E. State (prkstrp)	--- "
2200 New Haven (prkstrp)	--- "
1214 Lumbard (prkstrp)	--- "

4. Received invoice #7 of Spears-Dehner, Inc. in the amount of $24,291.72 approved by the Street Engineering Department covering work performed from 12/3/79 to 12/30/79 on Resolution No. 5835-79 - Fernhill Avenue.

Approved and ordered paid by City Controller the amount of $24,291.72.

Also ordered $2,699.08 paid to Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made from LRS Account #329.

5. Received request from Anthony Wayne Bank for reimbursement for damaged facilities in connection with Water Main Contract 79-XP-1 in the amount of $76.84 approved by the Water Engineering Department.

Approved and ordered invoice paid from Water Utility Fund.

6. Received inspection report from the Water Engineering Department and Completion Affidavit of Gordon Landscape Company with no maintenance bond necessary due to water main being in service in excess of one year for THE KNOLLS, SECTION I - Water Contract #7707.

Approved.

Ordered acceptance letter written.

7. Received claim from Northwest Allen County Schools in the amount of $85,163.25 approved by the Water Pollution Control Engineering Department for oversizing and tap extensions required for Carroll High School Sanitary Sewer.

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

8. Received inspection report from the Street Engineering Department and Guaranty Bond of L. W. Dailey, Inc. in the amount of $10,000 signed by St. Paul Fire and Marine Insurance Company for Clinic Court - University Park Addition.

Approved.

Ordered acceptance letter written.

9. Received Schenkel & Scheele, Inc. invoice in the amount of $210.41 approved by the Street Engineering Department for boarding up property at 1001 Wells St. per Fire Department request. (RESOLUTION NO. 5858-79).

Approved.

Ordered paid from LRS Account #307.

10. Received Special Sewer Permit for Kenneth Keesler and Earl Wayne Leslie prepared and approved by the Water Pollution Control Engineering Department. 100% Maintenance Bond is to be furnished at time contractor files Completion Affidavit. Keller Construction Company is to perform the construction work for SANITARY SEWER - DECATUR ROAD.

Approved.

Board Order #3-80.

11. Received inspection report form the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with guaranty bond in the amount of $1,038.22 signed by State Automobile Mutual Insurance Company for GRABER DEVELOPMENT - NORTH OF WOODMONT.

Approved.

Ordered acceptance letter written.

12. Received invoice #3 of Dailey Asphalt Products Company in the amount of $1,315.08 approved by the Street Engineering Department covering work on Resolution No. 5849-79 - Resurfacing Oxford, Main and Bluffton Road.

Approved and ordered paid from 1979 Resurfacing Funds.

13. Received invoice #2 of Moellering Construction Company, Inc. for City's share (30%) in the amount of $25,920.31 submitted by Butler, Fairman and Seufert, Inc. and approved by the Allen County Highway and the Street Engineering Departments for construction of EWING - FAIRFIELD - WELLS STREET BRIDGE over St. Mary's River. Estimate #2 covers period from November 30, 1979 to December 21, 1979.

Approved and ordered paid from LRS Account #307.

14. Received invoice of Hipskind Concrete Corporation in the amount of $4,511.35 approved by Street Engineering Department for work performed on miscellaneous projects: Washington Center Road, NE corner Barr & Madison, and SW corner Paulding Road and Turtle Creek Drive.

Approved and ordered paid from Fund 402-128-129-4265.

15. Received Change Order No. 6 of Hagerman-Shambaugh, joint bidders, in the amount of $47,332.00 approved by McNamee, Porter & Seeley, Consulting Engineers, covering Water Works Improvements - FILTRATION PLANT ADDITIONS - Contract 77-W-2.

Approved.

Ordered sent to the Common Council on Tuesday, February 12, 1980 at 8 p.m.

Meeting adjourned at 11:50 a.m.

Sandra E. Kennedy

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, January 23, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

MARK L. AKERS, Chairman
CARL E. O'NEAL AND SANDRA E. KENNEDY, Interim Members
Sandra E. Kennedy, Clerk

M. L. Akers, C. E. O'Neal, S. E. Kennedy
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

Ardis (prkstrp)	---C.U. Water Maint.
1805 Ardis (prkstrp)	--- "
2834 McCormick	---NIPSCO
7012 Old Trail (2) prkstrp)	---C.U. Water Maint.
7026 Old Trail Rd. (2) prkstrp)	--- "
3206 Parnell	--- "
649 Putnam (prkstrp)	--- "
3224 Smith (alley)	---Troy Wilson Exec.
1817 Sprunger (prkstrp)	---C.U. Water Maint
2801 Waynewood (prkstrp) (2)	--- "
2617 Winch	---NIPSCO
3736 Abbott	--- "
1517 Kitch	--- "
2111 Rehm	--- "
2500 blk. Westward Dr.	--- "
2454 Gay	--- "
1725 Andrews	--- "
808 Begue (alley)	---NIPSCO
2924 S. Calhoun	--- "
5410 Coldwater	--- "
919 Crestway (prkstrp)	---C.U. Water Maint.
2326 Fox	--- "
930 Goshen (driveway)	--- "
3004 S. Hanna (alley)	---NIPSCO
Hanna bet. Wallace & Lasalle	---C.U. Water Maint.
1608 - 1612 N. Harrison (prkstrp)	--- "
Hayden & Hanna	--- "
5725 Homewood	---NIPSCO
5101 Industrial	--- "
2610 John	---C.U. Water Maint.
Parnell & Northlawn (prkstrp)	--- "
3013 Prairie Grove (4) prkstrps	--- "
1229 Scott (prkstrp)	--- "
1606 Simons	---NIPSCO
510 Spring	--- "
3650 Spruce Dr.	--- "
6321 E. State	--- "
3315 Taylor	--- "
(alley) E. Brookside Dr. and on Taylor St.	--- "
1120 Taylor	--- "
2814 Waynewood (prkstrps) (2)	---C.U. Water Maint.
1441 Wells / Fourth	--- "
1241 Wells	---NIPSCO

4. Received Contract, Guaranty and Liability Bonds of Bercot, Inc. in the amount of $7,695.90 prepared by the Street Engineering Department signed by The Western Casualty and Surety Company for Resolution No. 5857-79 for construction of storm sewer on North Washington Road (Lough Nest area).

Approved

Ordered sent to the Common Council on Tuesday, February 12, 1980 at 8:00 p.m.

Meeting adjourned at 10:15 a.m.

Sandra E Kennedy

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Thursday, January 24, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

MARK L. AKERS, Chairman
CARL E. O'NEAL AND SANDRA E. KENNEDY, Interim Members
Sandra E. Kennedy, Clerk

M.L. Akers, C. E. O'Neal and S. E. Kennedy
Sandra E. Kennedy

Received Minutes of Meetings held on Thursday, January 17, 1980 at 3:30 p.m.; Monday, January 21, 1980 at 9:00 a.m. and Wednesday, January 23, 1980 at 9:00 a.m.

1. Continued from January 17, 1980
PUBLIC HEARING:

Received a request of General Electric Company for License Agreement to fence in a parking lot enclosing part of Nelson Street and various alleys.

General Electric Company ordered to cause a legal notice of said Hearing to be published at its expense in Fort Wayne Journal-Gazette and Fort Wayne News-Sentinel on December 7 and December 14, 1979.

Approved. A true copy is incorporated herein.
Copy on file in the Board of Public Works.

2. Continued from January 10, 1980
HEARING ON CONFIRMATION:

Resolution No. 138-79 for the installation of street lights from Maple Grove to Woodsdale on Schaper Drive.

CONFIRMED.

Advertise Notice to Contractors on February 1 and February 8, 1980.

Receive bids on Wednesday, February 13, 1980 at 9:00 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

Meeting adjourned at 4:20 p.m.

Sandra E Kennedy

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Monday, January 28, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M. L. AKERS, H. R. GAMACHE, S.E. KENNEDY
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, S.E. Kennedy
Sandra E. Kennedy

His Honor, Winfield C. Moses, Jr., appointed Herbert R. Gamache as a Member of the Board of Public Works.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

Algonquin Pass, S/Wendigo (prkstrp)	---	C.U. Water Maint.
2833 Abbott (alley)	---	NIPSCO
2705 Busche Dr.	---	"
2126 Butler Rd.	---	"
Edwards S/Covington	---	"
2403 Euclid (prkstrp)	---	C.U. Water Maint.
1427 Gardendale (prkstrp)	---	"
Kinsmoor & Brooklyn (prkstrp)	---	"
McKinnie & Central (prkstrp)	---	"
Merkler/ 4525 Wells	---	NIPSCO
Nokomis bet. Muskoday Pass and Opeechee Way (prkstrp)	---	C.U. Water Maint. "
1121 Oak (alley)	---	NIPSCO
2023 Parnell (prkstrp)	---	C.U. Water Maint.
507 Russell (prkstrp)	---	"
2417 Schele	---	NIPSCO
Simon / 1827 Winter	---	"
728 Snowfall Rd. (prkstrp)	---	C.U. Water Maint.
1825 Sprunger	---	"
527 - 529 Villa Park Ct. (prkstrp)	---	"
2426 Wendigo Lane (prkstrp)	---	"
1624 Reckeweg Rd. (C/L)	---	NIPSCO
3222 Beaver	---	"
312 E. Wildwood (prkstrp)	---	"
3402 S. Barr (C/L)	---	"

4. Received Special Sewer Permit for Ron Dryer prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Amos Delagrange, Jr. DBA Continental Homes to construct KROEMER ROAD SANITARY SEWER EXTENSION. R & W Construction will perform the work.

Approved and Special Sewer Permit issued.

Board Order No. 4-1980.

5. Received Change Order No. 1 of T & F Construction Corporation in the amount of $10,457.00 approved by the Street Lighting Engineering Department covering Street Light Resolution No. 137-1979 - HARRISON HILL AREA.

Approved.

Ordered sent to the Common Council on Tuesday, February 12, 1980 at 8:00 p.m.

6. Received Water Improvement Resolution No. 1017-79, final plans, estimate, specifications and property ownership list prepared by the Water Engineering Department for the installation of water mains in and along Ludwig Park Drive from an existing 6" water main on Sharon Drive, westward 468 ± L.F.

Approved and adopted. A true copy of which is incorporated herein.

Advertise Notice to Property Owners February 1 and February 8, 1980.

Hearing on Confirmation Thursday, February 21, 1980 at 3:30 p.m.

Mail notices on February 8, 1980.

7. Received invoice of Dailey Asphalt Products Company in the amount of $13,431.50 approved by the Street Engineering Department covered by Resolution No. 5805-78 - Resurfacing 1st and 2nd Districts. (RETAINAGE)

Ordered the amount of $8,431.50 paid to Dailey Asphalt Products Company and amount of $5,000.00 withheld.

Payment is to be made from the Resurfacing Fund.

8. Received invoice #12 of Hagerman / Shambaugh, joint bidders, in the amount of $550,602.90 approved by McNamee, Porter and Seeley, Consulting Engineers, and Administrative Assistant General Superintendent covering work on Contract 77-W-2 - FORT WAYNE WATER FILTRATION PLANT.

Approved and ordered paid from Water Utility Fund. by City Utilities.

Also, $61,178.00 is to be paid to Escrow Account at Ft. Wayne National Bank.

9. Received Estimate #1 of Consolidated Rail Corporation in the amount of $1,213.20 approved by the Street Engineering Department per Conrail Force Account Agreement (65-5-25) in regard to Wells Street Bridge.

Approved and ordered paid from LRS Account #307.

Meeting adjourned at 11:40 a.m.

Sandra E. Kennedy

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Thursday, January 31, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular eeting held at 3:30 p.m.

M. L. AKERS, H. R. GAMACHE, S. E. KENNEDY
Sandra E. Kennedy, Clerk

M. L. Akers, H. R. Gamache,
S. E. Kennedy
Sandra E. Kennedy,

Received Minutes of Meetings held on Thursday, Jan. 24, 1980 at 3:30 p.m.; Monday, Jan. 28, 1980 at 9 a.m.; Thursday, Jan. 31, 1980 at 9 a.m.

1. Continued from January 17, 1980
HEARING ON CONFIRMATION:

RESCIND ALL ACTION.

Street Lighting Resolution No. 139-79 for the installation of street lighting in Lofton Woods III - more specifically defined as Landover Place, Highgate Place and Duprey Drive from the south property lines of lots 86 and 160 Lofton Woods Addition to the north property lines of lots 188 and 58 Lofton Woods Addition.

Remonstrance received after being tabulated by the Street Lighting Engineering Department contains 55 of 101 or 55% of the resident property owners. (51% remonstrance rescinds all action unless Board wishes to send through Common Council).

Meeting adjourned at 4:00 p.m.

Sandra E Kennedy

BOARD OF PUBLIC WORKS

ATTEST: Sandra E Kennedy
Clerk

February 4, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M. L. AKERS, H.R. GAMACHE, R. A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten
Sandra E. Kennedy

His Honor, Winfield C. Moses, Jr., appointed Roberta Anderson Staten as a Member of the Board of Public Works.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment Vouchers from the Auditor of City Utilities.

Approved and ordered to the Department of Finance.

3. Received street cut applications:

Approved and permits

Adams & Evans	C.U. Water
1004 E. Berry	NIPSCO
Colerick / 3002 Reed	"
2129 Getz Rd.	"
Harrison & Pearl	C.U. Water
2500 W. Jefferson	"
1618 & 1622 Kelly (2)	"
3216 Brooklyn	Bakers Trench.
3525 Kirkwood	NIPSCO
1925 W. Main	C. U. Water
2419 Miner (prkstrp)	"
Olin /2232-2234 Nuttman	NIPSCO
2821 Prairie Grove (5)(prkstrp)	C.U. Water
6521 Donna	Quick Action
Sherwood Terrace & Avondale	C.U. Water
Simon / 1815 Lillie	NIPSCO
Smith N./Fairfax	C. U. Water
1324 W. State	"
2500 U.S. 24 West	"
5206 - 5268, 5212-5214 and 5018-5020 Vermont Lane (2 ea.)	"
2132-2134 Versailles Village Pl.	NIPSCO
100 W. Washington	C.U. Water
2202 Wells	NIPSCO
6134 Winchester	"
1721 Richardson	"
220 W. Main	"
6009 Vance (prkstrp)	"
5211 Vance (prkstrp)	"
6503 Beaty (2) (prkstrp)	"
3222 Beaver	NIPSCO
Coombs & Cochran (prkstrp)	C.U. Water
6532 Donna	"
2110 Forest Park (alley)	NIPSCO
702 Glazier	"
1141 Grant	"
1402 S. Hanna (prkstrp)	C.U. Water
6415 Hessen Cassel	NIPSCO
2400 W. Jefferson	C.U. Water
Along Lafayette, Clinton & Branning	NIPSCO
Lindenwood / 2701 Spring	"
813, 821, 827, 909, 917, 929, 1011, 1019, 1027 & 1115 Ludwig Rd.	Water Engr.
N. Highlands S/State St.	C. U. Water

Ojibway bet. Hiawatha & Wawonaissa (prkstrp) ---
Robinwood, Holton, Reed, Winter, Bowser, Oliver, Rudisill & McKinnie ---
400' W/o Harris Rd. ---
3635 Stafford (prkstrp) ---
Thirteenth St. S/Baer Field Thru-Way (prkstrp) ---
100 W. Washington from Calhoun to Harrison ---
2339 Gay (prkstrp) ---
2118 Weisser Park ---
5310 Standish ---
216 W. Washington (alley) ---
414 E. Taber (prktrp) ---
1326 E. Berry ---
2110 Forest Park Blvd. (alley) ---
1121 E. Wallace ---

4. Received invoice of Clyde E. Willams & Associates, Inc. in the amount of $1,771.42 approved by the Street Engineering Department covering professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1970 letter of authorization regarding Lake Avenue (Services from 11-26-79 thru 12-22-79).

Approved and ordered paid from LRS Account #334.

5. Received driveway application:

2220 - 2222 Versailles Village Pl. --- Frontier Homes.

Approved and permit issued.

6. Received plat of Newfield Extended, Section I, submitted and approved by the City Plan Commission.

Approved.

7. Received Agreement to Purchase Real Estate from the City of Fort Wayne, Indiana, by Lee M. Heath and Gerald Dafforn (property known as 1235 Maumee Avenue) West 23' of Lot 11, College Addition.

Ordered sent to the Common Council on Tuesday, February 26, 1980 at 8:00 p.m.

8. Received partial payment estimate No. 3 of Worthington Pump Corporation in the amount of $123,237.90 prepared and approved by the McNamee, Porter and Seeley, Consulting Engineers, for material for Water Works Improvement - St. Joe Dam - Resolution No. 77-W-4.

Approved and ordered paid by City Utilities from Water Utility Fund.

9. Received invoice #6 of Shambaugh & Son, Inc. in the amount of $180,578.52 approved by McNamee, Porter and Seeley, Consulting Engineers, for CONTRACT 77-W-3 Water Works Improvements - St. Joseph Dam and Pump Station.	Approved and ordered invoice of Shambaugh & Son, Inc. in the amount of $180,578.52 paid by City Utilities. Also ordered the amount of $20,064.28 paid to Shambaugh & Son Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Utility Fund.
10. Received invoice #2 of Summit City Wrecking, Inc. in the amount of $365.88 approved by the Street Engineering Department covering Resolution No. 5834-79 - Ewing - Fairfield - Wells Street Bridge (RETAINAGE).	Approved and ordered paid from LRS Account #307.
11. Received invoice of Ground Services, Inc. in the amount of $46,714.05 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 304-78 covering COVINGTON - ARDMORE sanitary Sewer.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
12. Received invoice of T - G Excavating, Inc. in the amount of $3,762.85 approved by the Street Engineering Department for work performed at Lake Avenue - Beacon Street Intersection - DRAINAGE.	Approved and ordere paid under Purchase Order No. 4-07868 - #402-128-129-4365.
13. Received recommendation from the Street Engineering Department for payment of the amount of $1,964.00 (FINAL) to Continental Construction Company covering work on Alley Improvement Resolution No. 5726-76 - Alley between Emerson/Spring and Steup/Tyler Streets.	Approved and ordered paid from Special Revenue Fund.
14. Pusuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Account Write-offs as per list submitted: Water: $4,458.56 and Sewer: $2,500.22 (total $6,958.78).	Approved.
15. Received recommendation from the Street Engineer for reimbursement to Richard and Debra Ash, 724 Vance Avenue, for replacement of 83 lineal feet of sidewalk fronting their property per Board of Works policy (25% of cost) the amount of $112.50.	Approved and ordered paid from MVH Fund.

16. Received Improvement Resolution No. 5861-80, final plans, estimate and specifications prepared by the Street Engineering Department for improving concrete pavement by removing and replacing at the following locations:

1. 2627 & 2705 Whitegate Dr. (125'x13.5')
2. 2609 Whitegate Dr. (20'x13.5')
3. 2727 Whtiegate Dr. (60'x13.5')
4. 2804 Whitegate Dr. (28'x13.5')

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors February 8 and 15, 1980.

Receive bids on Wednesday, February 20, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

17. Received a request from Shambaugh and Son, Inc. (Dick Blair) 137 Chambeau Road, for permission to barricade Broadway, intersection of Berry and Broadway on February 4 and February 8, 1980 at all times.
PURPOSE: To install a 60" manhole - Two lanes closed southbound.

Approved and permit issued.

18. Received a request from Hawk Construction, Inc., 3111 St. Joe Center, for permission to barricade 500 Fricke Street on Tuesday, February 5, 1980 for four months at all times.
PURPOSE: Storage of materials.

Approved and permit issued.

Meeting adjourned at 10:50 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Monday, February 11, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A.STATEN
Sandra E. Kennedy, Clerk

M.L.Akers, H.R. Gamache,
R.A. Staten
Sandra E. Kennedy

Received Minutes of Meetings held on Thursday, January 31, 1980 at 3:30 p.m. and Monday, February 4, 1980 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

2819 S. Barr	--- NIPSCO
7515 Bluffton Rd.	--- "
Broadway S/Berry (2) - (prkstrp)	--- Shambaugh & Sons
5001 Devonshire	--- NIPSCO
311 Edgeknoll Lane (prkstrp)	--- C.U. Water
2454 Gay	--- NIPSCO
Grace /2531 Broadway	--- "
619 Greenlawn	--- C.U. Water
Harris Rd. at Versailles Village Pl.	--- Ind. & Mich.
3615 Inwood Dr.	--- Porter Const.
4917 McClellan (prkstrp)	--- C.U. Water
2405 Monmouth (prkstrp)	--- "
Short / 603 Florence	--- NIPSCO
Vermont 1427-1429 Lakehurst	--- "
1121 E. Wallace	--- "
4205 N. Washington	--- "
3717 Wentworth	--- "
Opeechee Way & Hiawatha (prkstrp)	--- C.U. Water
1903 Sprunger	--- Quick Action Sewer
220 New Haven	--- Canceled NIPSCO
1141 Grant	--- "
2111 Rehm	--- "
Channel Court & Inland Trail	--- NIPSCO
2701 S. Hanna	--- "
1709 Richardson	--- "
4012 Elwood	--- "
3603 S. Clinton	--- "
2515 Belfast	--- NIPSCO
700 W. Berry	--- C.U. Water
227 E. Branning (prkstrp)	--- "
4700 S. Calhoun	--- "
Channel Ct. & Inland Trail (3)	--- NIPSCO
415 Center (prkstrp)	--- R & A Plumb.
2611 Fox (prkstrp)	--- C.U. Water
5333 Gardenview	--- NIPSCO
2107 S. Hanna	--- C.U. Water
Hanna 75' S/Buchanan (2) (prkstrp)	--- "
800 blk. Harmar	--- "
2729 Hobson	--- "
1219 Huestis (prkstrp)	--- "
1303 Kitch	--- NIPSCO
5607 Larchwood Run	--- "

2400 L. Huntington --- C.U. Water
1207 Maxine (prkstrp) --- "
4828 Nevada --- NIPSCO
2416 New Haven --- C.U. Water
E. Pontiac /2701 S. Hanna --- NIPSCO
Project Dr. from Collins Dr.- "
1612 St. Joe Ctr. Rd. --- C.U. Water
1121 E. Wallace (prkstrp) --- "
4105 S. Wayne (alley) --- NIPSCO
3937 S. Wayne (alley) --- NIPSCO
724 Vance (prkstrp) --- C.U. Water
Warsaw, Hanna, Caroline, Lafayette, NIPSCO
Creighton, Taber, Sutten- "
field, Woodland and "
Pontiac --- "
8621 Winchester Rd. (prkstrp) --- C.U. Water
122 E. Woodland --- NIPSCO
336 W. Woodland (alley) --- "
817 Monroe --- "
917 Lillian --- "
2401 Lillie --- "
3402 S. Barr (Wiebke) --- "

4. Received driveway application:

715 Wallace ----------Troy Wilson Excavating — Approved and permit issued.

5. Received inspection report from the Water Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $11,600.00 signed by State Automobile Mutual Insurance Company for Westwood Valley, Section I Water Main - Contract No. 7902. — Approved and ordered acceptance letter written.

6. Received inspection report from the Water Engineering Department and Completion Affidavit of A. D. Delagrange Construction, Inc. with Maintenance Bond in the amount of $5,069.50 signed by International Fidelity Insurance Company for Orchard Woods, Section "B" Water Main Contract 7912. — Approved and ordered acceptance letter written.

7. Received petition for the installation of water main on Edwards Street from Covington Road southward. — Approved.

Ordered Water Engineering Department to investigate and report.

Board Order No. 6-80.

8. Received Change Order No. 1 of Brooks Construction Company, Inc. for decrease of $26,302.DD approved by the Street Engineering Department covering Resolution No. 584D-79 1979 Resurfacing - 2nd District. — Approved.

9. Received inspection report from the Water Engineering Department and Completion Affidavit of Porter Construction Company with Guaranty Bond in the amount of $11,923.15 sibned by Auto-owners Insurnace Company for SENECA HILLS, SECTION III - Contract 7917 Water. — Approved and ordered acceptance letter written.

10.	Received Special Sewer Permit for Bercot, Inc. prepared and approved by Water Pollution Control Engineering Department and Performance Bond to construct Storm Sewer for Civic Center Renewal Project, Block I.	Approved. Board Order No. 7-1980.
11.	Received invoice #7 (FINAL) of Hipskind Concrete Corporation in the amount of $12,488.51 approved by the Street Engineering Department covering work on Resolution No. 5829-79 LaRez, Phase II.	Approved and ordered paid by Community Development and Planning.
12.	Received invoice of City of Fort Wayne Street Department for asphaltic materials furnished Bercot, Inc. in the amount of $968.36 approved by the Water Engineering Department covering project 79-XP-2 - Washington Center and Huguenard Road Feeder Main.	Approved and ordered paid by City Utilities Accounting Department. Payment is to be made from the Water Utility Fund.
13.	Received invoice #70-10-210-01-17 of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $17,806.89 approved by the General Superintendent's Office of City Utilities covering General and Resident Engineering for Water Works Improvement in accordance with Contract dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. (77-W-2 and 77-W-3).	Approved and ordered paid by City Utilities from Water Utility Fund.
14.	Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $2,196.00 approved by the Street Engineering Department covering City of Fort Wayne 30% Share for engineering inspection services performed in connection with the Ewing-Fairfield-Wells Street Bridge project from 12-17-79 to 1-25-80.	Approved and ordered paid from LRS Account #307.
15.	Received invoice of Martindale, Tourney, Gibson, Inc. in the amount of $2,521.39 covering architectural and engineering services rendered through January 31, 1980 for the Fort Wayne Civic Parking Garage to be located on the southside of East Washington between Calhoun and Clinton Streets. 67-189-14.	Approved and ordered paid from Account 402-195-99-400-1 by Community Development and Planning.
16.	#3 Received invoice of Hagerman Construction Corp. in the amount of $147,459.00 approved by Martindale, Tourney, Gibson, Inc., Architects, for the construction of Civic Center Parking Garage. Resolution No. 67-189-14.	Approved and ordered estimate #3 in the amount of $147,459.00 paid to Hagerman Construction Corp. Also ordered the amount of $16,384.33 paid to the Hagerman Construction Escrow Account at Lincoln National Bank & Trust Company. Payments are to be made from Account 402-195-99-400-1 by Community Development and Planning.

17. Received invoice #3 of Moellering Construction Company, Inc. in the amount of $44,644.90 (30% City's Share) approved by Butler, Fairman and Seufert, Inc. and the Street Engineering Department covering work on the Ewing - Fairfield - Wells Street Bridge. (12-22-79 to 1-25-80).

Approved and ordered paid from LRS Account #307.

18. Received General Release whereby City of Fort Wayne through its Board of Public Works releases and discharges Civilian Construction Corporation and Aetna Casualty & Surety Company from floor damages, defects and deterioration resulted at SENIOR CITIZEN CENTER, W. Main Street, which defects occurred in 1977 and 1978 and hereby acknowledges full settlement of all claim for sole and only consideration of $3,238.57.

Approved.

Check forwarded to Controllers Office

Copies sent to John Clifton, Civilian Construction Corporation Attorney.

19. RESOLUTION NO. 6B-203-19

Approved.

A true copy is incorporated herein.

Public Works Policies:

		City Share	P.O. Share
Alleys	---	25%	75%
Walks	---	25%	75%
Streets	---	25%	75%
Curbs	---	50%	50%
Walks, Curbs, St. Lights, Drives	combined petition ---	40%	60%

See resolution for Lighting policies, etc.

Meeting adjourned at 10:15 a.m.

Robert Anderson Stahl

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy

Clerk

Wednesday, February 13, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting helo at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

Street Lighting Resolution No. 138-79 for the installation of ornamental street lights on Schaper Drive from Maple Grove to Woodsdale:

Referred to the Street Lighting Engineering Department for tabulation and report.

Award contract on February 20, 1980, Wednesday, at 9:00 a.m.

BIGGS ELEC. CONST., INC. --------$11,267.50

N. G. GILBERT CORP. ----------$12,735.00

T & F CONST. CORP. ----------$10,628.00

4. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade the south side lane of Oliver to Rudisill (no right turn off Oliver) on February 13, 1980 from 9 a.m. to 1:00 p.m.
PURPOSE: Repairing of Mains.

Approved and permit issued.

Meeting adjourned at 10:00 a.m.

Robert Adam Staten

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Tuesday, February 19, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten
Sandra E. Kennedy

Received Minutes of Meetings held on Monday, February 11, 1980 at 9 a.m. and Wednesday, February 13, 1980 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

Bradbury bet. St. Louis & MacArthur	C.U. Water
3424 W. Cedar Crest Circle (prkstrp)	C.U. Water
415 Center St.	
912 W. Creighton	NIPSCO
1711 E. Creighton	Troy Wilson Exc.
5025 Christofer Lane (prkstrp)	C.U. Water
6522 Donna Drive	NIPSCO
3826 Euclid (prkstrp)	C.U. Water
Hanna & Brackenridge (prkstrp)	"
Harris Rd. S/Coliseum & Versailles Village Pl.	Gen. Tel.
5230 Holton	C.U. Water
5724 and 5730 Inland Trail	NIPSCO
2333 Kenwood	C.U. Water
5414 McClellan	"
817 Monroe	NIPSCO
100 blk. W. Paulding Rd.	C.U. Water
1142 St. Marys	NIPSCO
3426 Spring (prkstrp)	C.U. Water
1017 Third (prkstrp)	"
1221 E. Wallace	"
1323 E. Washington	Bakers Trenching
813 Monroe (alley)	NIPSCO
4227 Holton	"
302 W. Superior	"
100 E. DeWald	"

4. Received sidewalk application:

Approved and permit issued.

2900 Hoagland - Fairfield Jr. High School ---Silkworth Const.

5. Received tabulation and recommendation prepared by the Street Lighting Engineering Department for Street Light Resolution No. 138-79 for the installation of ornamental street lighting on Schaper Drive from Maple Grove to Woodsdale.

Award contract to T & F Construction Corporation at and for their bid in the amount of $10,628.00 subject to councilmanic approval.

Ordered the Street Lighting Engineering Department to prepare contract and necessary documents.

6. Received a request from NIPSCO, 114 E. Wayne, for permission to barricade alley between 300 block of West Suttenfield and West Woodland on Thursday, February 14, 1980 thru Monday, February 18, 1980 at all times.
PURPOSE: Gas Leak.

Approved and permit was issued.

7. Received a request from Bishop Luers, % Father Camillus, 333 E. Paulding Rd., for permission to barricade Doan from Knoll to Calhoun and Knoll from Paulding to Doan on February 23, 1980, Saturday, from 7:00 a.m. to 11:00 p.m.
PURPOSE: Swing Forum Contest.

Approved and permit issued.

8. Received a request from Fort Wayne Workers for the Blind (Gertrude Webster, City-County Building) for permission tosell Miniature White Canes in the downtown area beginning on Monday, April 14, 1980 thru Wednesday, April 30, 1980.
PURPOSE: Emergency aid for the needy blind.

Approved and permit issued.

9. A request was received from Briscoe (Joe Spinella, 130 E. Wayne, for permission to barricade the corner of Calhoun and Washington up to Peoples Trust Bank area (one lane at a time) on Wednesday, February 14, 1980 from 8:30 a.m. to 3:00 p.m.
PURPOSE: Pouring concrete.

Approved and permit issued.

10. Received recommendation from the Street Engineering Department and inspection report with Guaranty Bond in the amount of $25,750.00 signed by United States Fidelity and Guaranty for Parkview Addition, Section C (KIWANIS DRIVE, NEIGHBOR DRIVE AND CASTELL DRIVE). John Dehner, Inc. is contractor.

Approved and ordered acceptance letter written.

Meeting adjourned at 9:15 a.m.

Robert Anderson, Chairman

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, February 20, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Oepartment of Finance.

3. RECEIVE BIDS:

Resolution No. 5861-80 for improving concrete pavement by removing and replacing at the following locations:
2627 and 2705 Whitegate Orive, 2609 Whitegate Orive, 2727 Whitegate Orive and 2804 Whitegate Drive:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, February 27, 1980 at 9 a.m.

CARRINGTON & ASSOCIATES	---	$15,866.77
L. W. DAILEY	---	$20,797.00
GATEWAY CONST. CO.	---	$17,654.75
HIPSKIND ASPHALT CORP.	---	$19,14.50
RIETH-RILEY CONST. CO.	---	$13,681.60
SPEARS-DEHNER, INC.	---	$21,426.62
T - G EXCAVATING	---	$17,445.88

4. Received quotations from the Purchasing Agent for the prpposed purchase of four 1/2 ton pick-up trucks for the Street Oepartment:

ALLEN CO. MOTORS ----------$20,985.20

GENERAL TRUCK SALES --------$22,188.12

DeHAVEN CHEVROLET ----------$21,113.40

HEFNER CHEVROLET ----------$22,008.00

Approved bid of OeHaven Chevrolet in the amount of $21,113.40 under Purchase Order No. 4-08030.

Ordered sent to the Common Council on Tuesday, February 26, 1980 at 8:00 p.m.

5. Received invoice of Brooks Construction Company in the amount of $300.00 approved by the Street Engineering Oepartment covering work on Resolution No. 5841-79 - 1979 Resurfacing 1st Councilmanic District.

Approved and ordered paid from 1979 Resurfacing Funds. (FINAL PAYMENT)

6. Received invoice of 8rooks Construction Company in the amount of $3,457.44 covering work on Resolution No. 5840-79 for 1979 Resurfacing 2nd District Councilmanic Approval. Invoice approved by the Street Engineering Oepartment.

Approved and ordered paid from 1979 Resurfacing Funds (FINAL FUNDS).

7. Received invoice of Turnbell-Green & Associates, Inc. in the amount of $8,293.00 approved by the Street Engineering Oepartment in accordance with the railroad agreement dated July 1, 1977 (Gourp 3). (WASHINGTON, GLASGOW,LUM8ARD RAILROAO CROSSINGS).

Approved and ordered paid from LRS Account.

8. Received Rieth-Riley Construction Company in the amount of $4,293.35 approved by the Street Engineering Oepartment covering Resolution No. 5831-79 Hobson Road - Lake Avenue Intersection.

Approved and ordered paid from LRS Account #333.

9. Received invoice of Turnbell-Green & Associates, Inc. in the amount of $3,375.00 approved by the Street Engineering Department in accordance with railroad agreement dated July 1, 1977 Group 1) (VAN 8UREN, 8ROOKLYN, NUTTMAN).

Approved and ordered paid from LRS Account #325.

10. Received invoice #2 of T - G Excavating, Inc. in the amount of $65,095.99 approved by the Water Pollution Control Engineering Oepartment covering work on Sewer Resolution No. 307-79 - Ranchwood, Phase I Sanitary Sewer.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund. Escrow Fund to be paid amount of $7,232.89 at Anthony Wayne 8ank.

11. Received Miscellaneous Invitational 8ids from the Street Engineering Oepartment covering the following:

NW corner Archer & Wells, 1828 St. Joe 8lvd., 1818 St. Joe Blvd. and SE corner Eastbrook & Edgewood.

CARRINGTON & ASSOCIATES ---------$1,596.24
CONTINENTAL CONST. CO. ----------$1,709.60
HIPSKINO ASPHALT CORP. ----------$1,638.05
ROBT. HOUSER --------------------$1,870.73.

Project awarded to Carrington & Associates in the amount of $1,596.24.

Payment to be made from Purchase Order No. 07924.

12. Received Miscellaneous Invitational Bids from the Street Engineering Department covering the following: HO8SON ROAD AND COLWYN LANE.

CARRINGTON & ASSOC. --- $2,810.80
RO8ERT J. HOUSER --- 4,330.00
CONTINENTAL CONST. --- 4,348.50
HIPSKINO ASPHALT CORP. --- 5,235.50

Project awarded to Carrington & Associates, Inc. in the amount of $2,810.80.

Payment to be made form Purchase Order No. 07925.

13. Pursuant to report from the City Utilites Auditing Department listing unpaid Revenue Miscellaneous Account write-offs as per list submitted: Water - $3,531.07 and Sewer $2,297.21 (total $5,828.28).

Approved.

14. Received preliminary plans, estimate, and specifications from the Street Engineering Department for repairing concrete pavement on Fairfax from Fairfield to South Wayne Avenue.

Ordered Street Engineering Department to prepare final plans, specifications, estimate and resolution.

15. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $13,848.84 signed by State Automobile Mutual Insurance Company for Sanitary and Storm Sewers for Stone Pointe Village.

Approved and ordered acceptance letter written.

16. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Eickhoff Excavating with Guaranty Bond in the amount of $2,000 signed by American States Insurance Company for Stanley Sanitary Sewer Extension.

Approved and ordered acceptance letter written.

17. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Peter K. McDonough to tap a sewer to serve 8408 Manor Drive (Lot #31 - Manor Park Addition, Section A). Said permission is conditioned upon the payment of the sum of $531.38 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-107-77 dated May 16, 1977, who is party of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with the City Engineer, the Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $531,38 to Karl Jensen which sum was deposited with the City by the applicant.

18. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Gary Feldhouse to tap a sewer to serve 1940 Chantada Lane (Lot #20 - South Oellwood Park Addition). Said permission is conditioned upon the payment of the sum of $547.25 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-86-74 dated July 13, 1973, who is party of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with the City Engineer, the Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $547.25 to Indiana Villa Capri which sum was deposited with the City by the applicant.

19. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Payless Cashways to tap 7910 South Anthony Blvd. Said permission is conditioned upon the payment of $1,687.50 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-04-72 dated January 19, 1971, who is party of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with the City Engineer, the Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $1,687.50 to Macke Development Corp. which sum was deposited with the City by the applicant.

20. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to the following:

D.J. CHICOTE,	1426 Getz Road ---	$ 68.87
Kyle Havens,	1413 Getz Road ---	78.44
Grace Avery,	1419 Getz Road ---	121.18

Said permission is conditioned upon the payment to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. Res. 292-77 dated December 22, 1977, who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $268.49 to Diversified Utilities which sum was deposited with the City by the applicants.

21. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to the following:

W.W. TROSTEL,	6015	E. State Blvd. ---	$ 2,104.32
A.E. BECK,	6109	"	2,379.84
CHARLES ROTH,	6131	"	2,379.84
R. & V. FOX,	6159	"	2,399.84
ROBERT KEENE,	6035	"	2,379.45
R.E. WHITE,	5933	"	2,488.61
THOMAS PATTISON,	5965	"	2,674.93
H. & F. WEITZMAN,	6083	"	2,558.48
ROBERT B. DEERMER,	6049	"	2,325.58

Said permission is conditioned upon the payment to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-65-78, dated November 30, 1978, who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with Water/Sewer Service Permit Room.

Approved.

Ordered the City Utilities to remit the sum of $21,686.89 to Kinney Shoe Corporation, 233 Broadway, New York, N.Y. 10007, which sum was deposited with the City by the applicants.

22. Received a request from Mrs. Carol A. Ferree 612 Lillian Avenue, for permission to use the West half, Lot 464, Pfeiffer Place 2nd Addition (Lot east of 612 Lillian Avenue) for the period beginning on the first day of March, 1980 and ending on the 31st day of October, 1980.
PURPOSE: Gardening purposes ONLY.

Approved and permit issued.

Meeting adjourned at 10:30 a.m.

Robert A. Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Thursday, February 21, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R. A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra E. Kennedy

Received Minutes of Meetings held on Tuesday, February 19, 1980 at 9 a.m. and Wednesday, February 20, 1980 at 9 a.m.

1. HEARING ON CONFIRMATION:

Water Main Improvement Resolution No. 1017-79 for the installation of water main in and along Ludwig Park Drive from an existing 6" water main on Sharon Drive, westward 468 ± Lineal Feet.

CONFIRMED.

Advertise Notice to Contractors March 21 and March 28, 1980.

Receive bids on Wednesday, April 2, 1980 at 9 a.m.

Ordered the Water Engineering Department to prepare bid documents.

2. EMERGENCY RESOLUTION NO. 68-211-2:

WHEREAS, a piece of pavement located on Paulding Road - South Extreme Lane, immediately east of Arlene, is sinking and, perhaps, dangerous.

WHEREAS, the pavement was cored and found to have a 20" void.

WHEREAS, the following construction companies were requested to submit bids: John Dehner, Inc., $1,500; Hipskind Asphalt Corp., $855.00; and T & G Excavating, Inc. $643.00. The city engineer's estimate was $1,908.00.

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists and recommends to remove and backfill with some good dry compacted 53's and orders City Utilities to issue a Purchase Order to T & G Excavating, Inc. in the amount of $643.00 and make said repair.

Approved this 21st day of February, 1980.

A true copy is incorporated herein.

3. Received a request from Holsum Bakery, Dan Schiebel, 1701 S. Calhoun, for permission to barricade entrance on Murray Street - Holsum Bakery - on February 26, 1980 for two weeks around the clock.
PURPOSE: Place dumpster - to remove materials for remodeling.

Approved and permit issued.

Meeting adjourned at 4:15 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, February 27, 1980

Department of Public Works
Office of the Board
Room 910 City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway application: — Approved and permit issued.

1000 Blk. S. Calhoun adjacent to and south of existing alley -------Martin Enterprises

4. Received street cut applications: — Approved and permits issued.

5709 Allendale (prktrp)	---	C.U. Water
6416 S. Anthony	---	"
4607 Beaver	---	NIPSCO
3008 Broadripple	---	"
809 S. Calhoun	---	"
928 S. Calhoun	---	"
900 Catalina (prkstrp)	---	C.U. Water
3808 Clermont at Holly	---	NIPSCO
1829 Curdes	---	C.U. Water
3005 Drexel (prkstrp)	---	"
3106 Drexel (prkstrp)	---	"
3025 Edwards	---	NIPSCO
639 Elmer	---	C.U. Water Maint.
2218 N. Glendale	---	"
Harrison /204 Third	---	NIPSCO
5511 Harrison	---	"
3501 Kirkland	---	"
3117 McDonald (prkstrp)	---	C.U. Water
811 Mildred (prkstrp)	---	"
3920 Monroe	---	NIPSCO
813 Monroe (alley)	---	"
2717 N. Highlands	---	C.U. Water
1527 Oxford (alley)	---	NIPSCO
1325 Archer	---	"
Shoreworth Trl. & Heather-ton Dr. (prkstrp)	---	C.U. Water
2122 Smith (prkstrp)	---	"
439 Southview	---	NIPSCO
W. State E/Lindenwood (prkstrp)	---	C.U. Water
5406 & 5320 Yorkshire (prkstrp)	---	"
South side and cul-de-sac Versailles Village Pl.	---	NIPSCO
1235 E. Washington (alley)	---	"
4506 Winter	---	"
6405 Winter	---	"
128 E. DeWald	---	"
1116 Francis	---	"
1712 Maumee	---	"
1322 S. Anthony	---	"
1330 S. Anthony	---	"
632 E. Wayne	---	"
5708 Lancashire	---	"

5. Received tabulation and recommendation prepared by the Street Engineering Oepartment for Resolution No. 5861-80 for the restoration of pavement on Whitegate Orive.	Award contract to Rieth-Riley Construction Construction Company at and for their bid in the amount of $13,681.60 subject to councilmanic approval. Ordered the Street Engineering Oepartment to prepare contract and necessary documents.
6. Received Water Main Improvement Resolution No. 1014-79, final plans, estimate, specifications and property ownership list prepared by the Water Engineering Oepartment for installation of water main in and along Kelmar Drive from an existing twelve (12") inch water main on Sand Point Road eastwardly 910 ± feet to its terminus.	Approved and adopted. A true copy is incorporated herein. Advertise, Notice to Property Owners, February 29 and March 7, 1980. Hearing on Confirmation Thursday, March 13, 1980 at 3:30 p.m. Mail notices on March 7, 1980.
7. Received Curb Improvement Resolution No. 5862-80, final plans, estimate, specifications and property ownership list prepared by the Street Engineering Department for the construction of curbing at 2005 and 2015 Kentucky Avenue. (WAIVERS RECEIVEO).	Approved and adopted. A true copy is incorporated herein. Advertise, Notice to Contractors, February 29 and March 7, 1980. Receive bids on Wednesday, March 12, 1980 at 9:00 a.m. Ordered the Street Engineering Oepartment to prepare bid documents.
8. Received Sidewalk Improvement Resolution No. 5863-80, final plans, estimate, specifications and property ownership list prepared by the Street Engineering Oepartment for the construction of sidewalk fronting 2117 Short Street. (WAIVER RECEIVEO).	Approved and adopted. A true copy is incorporated herein. Advertise, Notice to Contractors February 29 and March 7, 1980. Receive bids on Wednesday, March 12, 1980 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.
9. Received a petition for the installation of street lighting (standard) on Trentman from Queen Street to Turpie.	Ordered the Street Lighting Engineering Department to prepare preliminary plans and report. Board Order No. 10-80.
10. Received petition for the installation of a sanitary sewer - RANCHWOOO, Phase III - North of Trier - South of Sand Ridge - East of Elwood and West of Reed.	Ordered the Water Pollution Control Engineering Department to investigate and report. Board Order No. 11-80.

11. Received Contract, Guaranty and Liability Bonds of Martin, Inc. in the amount of $21,500.00 prepared by the Street Engineering Department the Continental Insurance Company for Resolution No. 5858-79 for the demolition of buildings at 1001 Wells Street.

Approved and ordered sent to the Common Council on Tuesday, March 11, 1980 at 8:00 p.m.

12. Received Building Encroachment Easement whereby the City of Fort Wayne, Indiana, grants to Stanley J. Goeglein and Shirley A. Goeglein encroachment onto Maumee Avenue by the commercial building of 0.2 feet and an encroachment on King Street by 0.3 feet.

Approved.

Copy on file in the Board of Public Works.

13. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Sidewalk Improvement Resolution No. 5838-79 for Osage Street from Boone to Burgess Streets.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise, Notice of Assessment March 7 and March 14, 1980.

Hearing on Confirmation of Assessment Roll Thursday, March 20, 1980 at 3:30 p.m.

Notices to be mailed on March 14, 1980.

Meeting adjourned at 10:30 a.m.

Robert A. Anderson, Sr.

Robert R. Brunacke

BOARD OF PUBLIC WORKS

ATTEST:

Andrew E. Kennedy

Clerk

Wednesday, March 5, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers and H. R. Gamache
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

4117 Buell Dr. (alley)	---	NIPSCO
1011 Caribe (prkstrp)	---	C.U. Water
4011 N. Clinton (prkstrp)	---	"
N. Clinton S. Fernwood (prkstrp)	---	"
5410 N. Coldwater Rd. (prkstrp)	---	D. Foland, Water
742 N. Coliseum (prkstrp)	---	C.U. Water
Dalman W./Lafayette	---	"
Eckart E/at Lafayette	---	"
Fairhill & Cherokee	---	"
2322 Forest Park Blvd.	---	"
SE cor. Fox and DeWald (prkstrp)	---	"
Kensington & Niagara (prkstrp)	---	"
1500 Lake / Morton (prkstrp)	---	"
5708 Lancashire Ct.	---	NIPSCO
4503 McMillan Park Dr. (prkstrp)	---	C.U. Water
3515 New Haven	---	NIPSCO
4912 Nevada (2) (prkstrp)	---	C.U. Water
3738 Nokomis Rd. (prkstrp)	---	"
1324 Pelham (prkstrp)	---	"
2455 Reed Rd.	---	NIPSCO
Riedmiller & Michigan (prkstrp)	---	C.U. Water
625 Wagner	---	NIPSCO
(alley) W/ Webster and bet. W. Suttenfield and W. Woodland	---	"
2633 Wells	---	"
Wildwood W/Lafayette	---	C.U. Water
300 Blk. W. Woodland	---	NIPSCO
545 E. State	---	"
547 E. State	---	"
402 W. Jefferson	---	"
5120 Investment	---	"
4117 Buell (alley)	---	"
625 Wagner (prkstrp)	---	"
1819 Sherman (prkstrp)	---	"
822 Hugh (alley)	---	"
1112 E. State (alley)	---	"
816 Spring	---	"

4. Received Contract, Guaranty and Liability Bonds of Brooks Construction Company in the amount of $103,382.50 prepared by the Street Engineering Department signed by American States Insurance Company for Resolution No. 5824-78 for repair and maintenance of streets within an area bounded by Coliseum Boulevard, G.R. & I. R.R., I-69 and Lima Road (commonly called Interstate Industrial Park).	Approved.
5. Received plat of Scotia, Section II submitted and approved by the City Plan Commission.	Approved.
6. Received a petition for the extension of sanitary sewers to service the Plymouth Road, Burneal Street, Ferndale Drive, Hampshire Drive and Stellhorn Road from Wyandotte Drive to Woodview Manor Apartments.	Approved. Ordered the Water Pollution Control Engineering Department to investigate and report. Board Order No. 13-1980.
7. Received preliminary plans from the Street Engineering Department for the installation of a guardrail at the northeast corner of Illinois Road and Lindenwood Avenue.	Approved. Ordered the Street Engineering Department to prepare final plans, resolution etc. for project. Board Order No. 14-80 issued.
8. Received petition for the installation of water main on Olladale Drive from Betty Avenue Southward 700 ± feet.	Approved. Ordered the Water Engineering Department to investigate and report. Board Order No. 12-1980.
9. Invitational bids were received by the Street Engineering Department for following projects: 4320 Fairfield - curb restoration S.W. corner Fairfield & Berry - curb and sidewalk S.W. corner Webster & Branning - curb removal and replacement. 1309 Sommerset - 7 lineal feet curb removal and replacement. Carrington & Associates, Inc. submitted the low bid in the amount of $980.95 Property Owner's Share--------271.75 making total amount of project is $709.20.	Approved and ordered Purchase Order No. issued for this project.
10. Received invoice #4 of Moellering Construction Company, Inc. for City's share (30%) in the amount of $49,314.79 submitted by Butler, Fairman and Seufert, Inc. and approved by the Allen County Highway and Street Engineering Departments for construction of EWING - FAIRFIELD - WELLS STREET BRIDGE over St. Mary's River. Estimate covers period from 1/26/80 to 2/25/80.	Approved and ordered paid from LRS Account #307.

11.	Received invoice #3 of Ground Services, Inc. in the amount of $42,792.50 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 304-78 - Covington - Ardmore Sanitary Sewer.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
12.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $571.51 approved by the Street Engineering Department covering professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1979 letter of authorization regarding Lake Avenue. Services 12-24-79 thru 2-2-80.	Approved and ordered paid from LRS Account #334.
13.	Received invoice #3 of T & G Excavating, Inc. in the amount of $32,222.42 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 307-79 - Ranchwood Phase I Sanitary Sewer.	Approved and ordered paid by City Utilities from WPC Utility Fund in the amount of $32,222.42. Also ordered the amount of $3,580.27 paid to Escrow Account at Anthony Wayne Bank (Attention - Howard Zimmerman).
14.	Received invoice in the amount of $1,261.12 from Allen County Commissioners which represents 59% participation based on agreement between County and City for Butler, Fairman and Seufert, Inc. for charges of updating the survey on ACR-4-71 St. Joe Road (SR #37 to Evard Road.	Payment of invoice is to be made from LRS Account #316.
15.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Land Excavating, Inc. with Guaranty Bond in the amount of $8,700 signed by American States Insurance Company for ENGLE RIDGE CORP. SANITARY SEWER.	Approved. Ordered acceptance letter written.
16.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of T - G Excavating, Inc. with Guaranty Bond in the amount of $1,940.00 signed by Fidelity and Deposit Company of Maryland for 11407 Auburn Road Sanitary Sewer (JOE A SHOEMAKER).	Approved. Ordered acceptance letter written.
17.	Received invoice #4 of L. W. Dailey, Inc. in the amount of $27,473.70 approved by the Street Engineering Department for Main Street Resolution No. 5833-79.	Inasmuch as this is invoice #4 and invoices 1, 2 and 3 had no monies deposited in L. W. Dailey, Inc. Escrow Account at Indiana Bank & Trust Company payment is to made as follows: Payment of $24,421.07 is to be paid to L. W. Dailey, Inc. Total Payment to Escrow Account is $16,030.75 (#1 - $2,656.06; #2 - $3,927.10; #3 - $6,394.96 and #4 - $3,052.63) Payments are to be made by the Redevelopment Commission.

18. Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $1,359.00 for design study for the Hobson Road Project - between Coliseum and S.R. #37 in conjunction with joint CITY AND COUNTY ST. JOE ROAD PROJECT - Agreement dated August 6, 1973 (75% County and 25% City)

Ordered invoice of Butler, Fairman & Suefert, Inc. be paid the amount of $1,359.00 from LRS Account #302.

Request reimbursement of $1,019.25 from Allen County Commissioners per Agreement. (Contract dated November 14, 1979).

19. Received invoice #7 of Shambaugh & Son, Inc. in the amount of $ 115,421.29approved by McNamee, Porter and Seeley, Consulting Engineers, for CONTRACT 77-W-3 - Water Works Improvements - St. Joseph Dam and Pump Station. Payment approved by Director of Water Resources.

Approved and ordered invoice of Shambaugh & Son, Inc. in the amount of $115,421.29 paid by City Utilities.

Also ordered the amount of $12,824.59 paid to Shambaugh & Son Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

20. Received invoice #13 of Hagerman/Shambaugh, joint bidders, in the amount of $619,516.80 approved by McNamee, Porter and Seeley, Consulting Engineers, for CONTRACT 77-W-2 - Water Filtration Plant. Payment approved by Director of Water Resources.

Approved and ordered invoice of Hagerman-Shambaugh in the amount of $619,516.80 paid by City Utilities.

Also ordered the amount of $68,835.20 paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

21. Received acceptance agreements for Partial Work completed for Project No. 3263-43-00 EPA No. C-180538-01 recommended by HNT & B (Henry B. Steeg & Assoc. Div.) and accepted by Hagerman-Shambaugh, Joint Venture: DIV. #1. WATER POLLUTION CONTROL PLANT EXP.
1. 2000 KVA Transformer and associated buss duct and 5 section AKD 6 power switchgear associated with Change Order No. 18.

2.Motor control center P-3A.

3.Motor Control Center B.

4.Motor Control Center P1-1.

Approved on these dates:

1. August 1, 1979.
2. April 1, 1979.
3. April 1, 1979.
4. April 1, 1979.

Copies sent to City Utilities for distribution. (Director of Water Resources).

22. Received a request from Anthony J. Ficaro, 4704 Spatz Avenue, for permission to barricade 613 Harrison by curb on Monday, March 3, 1980 thru Friday, March 14, 1980 at all times.
PURPOSE: Place sanitainer for removal of trash from building.

Approved and permit issued.

23. Received CHANGE ORDER #2 REVISED of Shambaugh & Son in the amount of $46,055.90 approved by McNamee, Porter and Seeley, Consulting Engineers, and Director of Water Resources covering Contract No. 77-W-3 - St. Joseph Dam and Pump Station Additions.

Approved and ordered sent to the Common Council on Tuesday, March 25, 1980 at 8:00 p.m.

24. Received a request from Moore Construction Company, 2122 Nuttman, for permission to barricade 830 S. Calhoun on Wednesday, February 27 thru Monday, March 3, 1980 at all times.
PURPOSE: To place Trash Container for removal of trash from building on sidewalk.

Approved and permit issued.

25. Received a request from NIPSCO, 114 E. Wayne, for permission to hood meters 2004, 2006 and 2008 on Randalia on March 3 thru March 12, 1980 at all times.
PURPOSE: To repair gas leak.

Approved and permit issued.

26. Received a request from Pat Sheldon (Mayor's Office) 9th Floor City-County Building, for permission to hood 15 meters on each side of Freimann Square on Thursday, April 10, 1980 from 8:00 a.m. to 5:00 p.m.
PURPOSE: Mayor's Roundtable.

Approved and permit issued.

Meeting adjourned at 10:00 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, March 12, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R. A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy

Received minutes of meetings held on Wednesday, February 27, 1980 at 9 a.m. and Wednesday, March 5, 1980 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

1302 S. Anthony ----------		NIPSCO
Anthony & Vermont (pakrtrp)	---	C.U. Water
6710 Baer Rd.	---	NIPSCO
309 Brandriff	---	"
(alley) W/o Broadway S/Wilt	---	Ind. & Mich.
928 S. Calhoun	---	NIPSCO
Duck & Clinton	---	C.U. Water
7100 S. Hanna (cut on Duncan & Corwin Lane)	---	Shambaugh & Sons
4528 Holton (prkstrp)	---	C.U. Water
Goshen Rd. W/St. Mary's	---	NIPSCO
Kensington & Cody (prkstrp)	---	C.U. Water
6415 Liberty (prkstrp)	---	"
3639 MacArthur	---	NIPSCO
3414 McArthur (prkstrp)	---	C.U. Water
3625 E. Washington	---	NIPSCO
1203 Michigan (prkstrp)	---	C.U. Water
4625 S. Monroe (alley)	---	NIPSCO
141 Norfolk	---	"
2709 Ormsby	---	"
1700 Pacific (prkstrp)	---	C.U. Water
Paulding & Decatur (prkstrp)	---	"
2925 Plaza	---	NIPSCO
Putnam & Jessie	---	C.U. Water
1706 Putnam (alley)	---	C.U. Water
545 E. State 547 (prkstrp)	---	NIPSCO
2815 Autumn Leaf Lane	---	Schneck Excav.
Along So. Side of Vermont Lane	---	NIPSCO
Warsaw & Colerick	---	C.U. Water
1229 W. Washington	---	NIPSCO
1025 E. Wayne (alley)	---	"
916 W. Washington (alley)	---	Ind. & Mich.
Webster / 302 Brandriff	---	NIPSCO
816 Wesley Ct.	---	C.U. Water
516 Wiebke	---	NIPSCO
1616 E. Pontiac (alley)	---	"
Witchwood W/Beaty	---	C.U. Water
1920 S. Harrison (prkstrp)	---	NIPSCO
2118 Fox	---	"
810 Schick / Berry	---	"
1806 Lake	---	"
350 Pearl	---	"
826 Columbia (alley)	---	"
3625 E. Washington	---	"

4. Received street cut applications:

Approved and permit issued.

South of Wells and Northrop (intersection)---
Huguenard Corp.
1816 Frenchmans Crossing ----Elmer Miller Builders
5611 Larchwood Run ----------Elmer Miller Builders
Eastside of Randalia --------Hipskind Asphalt Corp.

5. RECEIVE BIDS:

Referred to the Street Engineering Department for tabulation and report.

Award contract Wednesday, March 19, 1980 at 9:00 a.m.

Curb Resolution No. 5862-80 for the construction of curbing at 2005 Kentucky Avenue and 2015 Kentucky Avenue:

HIPSKIND CONCRETE CORP. ----------$1,514.20

SIMERMAN CONST. CO. ---------- 3,293.20

RIETH-RILEY CONST. CO. ---------- 3,836.60

6. RECEIVE BIDS:

Referred to the Street Engineering Department for tabulation and report.

Award contract Wednesday, March 19, 1980 at 9:00 a.m.

Sidewalk Resolution No. 5863-80 for the construction of sidewalk fronting on 2117 Short:

HIPSKIND CONCRETE CORP. --------- $ 586.50

RIETH-RILEY CONST. CO. ---------- 2,637.70

7. EMERGENCY RESOLUTION NO. 68-224-7

Approved this March 10, 1980.

A true copy is incorporated herein.

WHEREAS, a 12" sewer main has collapsed at the rear of 929 Lincoln Avenue and is sinking and perhaps dangerous.

WHEREAS, the following construction companies were requested to submit bids: John Dehner, Inc., Land Excavating, Inc. and T & G Excavating, Inc. The bid received from John Dehner, Inc. was in the amount of $6,800; from T & G Excavating, Inc. was in the amount of $7,900 and no bid was received from Land Excavating, Inc.

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists and recommends John Dehner, Inc. to repair this 12" sewer main and orders City Utilities to issue a Purchase Order to John Dehner, Inc. in the amount of $6,800.

8. Received a request from NIPSCO, 1501 Hale Avenue, for permission to hood meters on Fulton between West Berry and West Wayne on Wednesday, March 12 and Thursday, March 13, 1980.
PURPOSE: open cutting for main.

Approved and permit issued.

9. Received request from Portable Sandblasting with Mr. Sandman, 3920 Gretna Avenue, for permission to barricade the 200 Block of Jefferson (one lane closed) on Saturday, March 15, 1980 and Sunday, March 16, 1980 from 9:00 a.m. to 3:00 p.m.
PURPOSE: Sandblasting of building.

Approved and permit issued.

Meeting adjourned at 10:15 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, March 13, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache and R.A. Staten
Sandra E. Kennedy

1. HEARING ON CONFIRMATION:

Water Main Improvement Resolution No. 1014-79 for the construction of water mains in and along Kelmar Drive from an existing twelve inch water main on SandPoint Road eastwardly 910 ± feet to its terminus.

Continued to Thursday, March 27, 1980 at 3:30 P.m.

Time up for remonstrating Monday, March 24, 1980 at 5:00 p.m.

2. Received Contract Agreement between City of Fort Wayne, Indiana, and Clearwater Utilities, Inc. (WASHINGTON TOWNSHIP) for treatment of wastewater.

Approved.

A true copy is incorporated herein.

Ordered sent to the Common Council on March 25, 1980.

3. Received Contract Agreement between City of Fort Wayne, Indiana, and Diversified Utilities, Inc. (ST. JOE TOWNSHIP) for treatment of wastewater.

Approved.

A true copy is incorporated herein. Ordered sent to the Common Council March 25, 1980.

4. Received Contract Agreement between City of Fort Wayne, Indiana, and Diversified Utilities, Inc. (ABOITE & WAYNE TWP.) for treatment of wastewater.

Approved.

A true copy is incorporated herein. Ordered sent to the Common Council March 25, 1980.

5. Received Contract Agreement between City of Fort Wayne, Indiana, and Diversified Utilities, Inc. (ST. JOE TOWNSHIP) for treatment of wastewater. (Maysville Road Pumping Station).

Approved.

A true copy is incorporated herein. Ordered sent to the Common Council March 25, 1980.

6. Received Contract Agreement between City of Fort Wayne, Indiana, and Sewage Utilities of Indiana, Inc. (Pine Valley) for treatment of wastwater in (PERRY TOWNSHIP).

Approved.

A true copy is incorporated herein. Ordered sent to the Common Council March 25, 1980.

7. Received Permanent Sewer Easement Resolution No. 172-80, final plans and property ownership list prepared by the Water Pollution Control Engineering Department for the condemnation of a permanent sewer easement for the purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northwest Quarter of Section 31, Township 30 North, Range 13 East, all of which is totally bounded within South Dellwood Park Addition (previously known as Pecos Villa Addition).

Approved and adopted.

Advertise, Notice to Property Owners, March 21 and March 28, 1980.

Hearing on Confirmation Thursday, April 10, 1980 at 3:30 p.m.

Mail notices on March 28, 1980.

8. Received invoice #70-10-210-01-18 of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $19,694.59 approved by Director of Water Resources covering General and Resident Engineering for Water Works Improvement in accordance with Contract dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. (77-W-2 and 77-W-3).

Approved and ordered paid by City Utilities from Water Utility Fund.

9. Received Contract No. 138-79 for installation of Street Lighting with underground wiring on Schaper Drive with Guaranty Bond of T & F Construction Corporation in the amount of $10,628.00 signed by Fidelity and Deposit Company of Maryland.

Approved.

10. Received Water Contract No. 8001 prepared and approved by the Water Engineering Department between Fort Wayne Water Utility and John Hartman Investment Corp. for Harris Road and North Schomburg Drive.

Approved.

Ordered sent to the Common Council on Tuesday, March 25, 1980 at 8:00 p.m.

Meeting adjourned at 4:30 p.m.

Robert A. Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, March 19, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

Received minutes of meetings held on Wednesday, March 12, 1980 at 9 a.m. and Thursday, March 13, 1980 at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

1523 N. Anthony (prkstrp)	---	C.U. Water
5727 Arbor	---	NIPSCO
1930 Ardmore	---	"
3530 Avondale (prkstrp)	---	C.U. Water
Avondale & Hamilton	---	"
1322 E. Berry (prkstrp)	---	"
Bowser Ave. (32)	---	NIPSCO
509 Cherry (prkstrp)	---	C.U. Water Main
4920 Christofer	---	NIPSCO
3411 N. Clinton	---	"
1006 Columbia (alley)	---	"
6001 Decatur Rd. (driveway)	---	C.U. Water Main.
1045 Delaware	---	NIPSCO
1502 Fletcher	---	"
2724 Gilbert (parkstrp)	---	C.U. Water Main.
802 Goshen Rd. (alley)	---	NIPSCO
824 Greeley	---	"
1719 N. Harrison	---	"
Norfolk - E/Fiegel	---	"
4121 S. Hanna	---	"
2502 S. Hanna	---	"
Henrietta /3229 Taylor	---	"
1728 Howell	---	"
Larch Lane (5)	---	Gen. Tele.
Lewis & Harrison	---	C.U. Water Main.
6513 Liberty (prkstrp)	---	"
4229 Lillie	---	NIPSCO.
2324 Lillie	---	"
Lillie & McKinnie (prkstrp)	---	C.U.
1126 Lynn	---	NIPSCO
3311 McCormick	---	"
2100 St. Mary's	---	"
1432 Maumee (alley)	---	"
2028 Melborne	---	C.U. Water
7004 Old Trail	---	NIPSCO
2409 Parnell	---	"
Pettit - W/Lafayette	---	C.U. Water
6932 Premiere	---	NIPSCO
3430 Rodgers	---	"
3209 Rodgers (prkstrp)	---	C.U. Water Main.

725 Runnion (alley) --- NIPSCO
1535 St. Mary's --- "
1137 St. Mary's --- "
1919 Sprunger --- "
1312 Stophlet --- "
Superior (17 cuts) --- "
2101 Vance --- "
Vesey & Bluffton (prkstrp) ---C.U.
1324 E. Washington (alley) ---NIPSCO
113 W. Wayne --- "
Wayne bet. Francis & Harmar ---C.U.
3328 Wayne Trace ---NIPSCO
295' along 4200 blk. of Wells St. --- "
Winch, Grant and Alliger bet. S. Anthony & Wabash --- "
EW alley S/Stophlet West of Broadway ---Gen. Tel.
Superior - intersec. Fairfield and Ewing ---NIPSCO
4511 Parnell --- "
3116 Old Maumee Rd. --- "
1115 McKee --- "
N/E cor. Smith & McKee --- "
2710 Goshen --- "
1307 Hayden --- "
2508 Hanna C/L --- "
1220 S. Anthony --- "
Baltes Dr. (Filt. Pl.) ---C.U.
7500 Blk. Beaty (prkstrp) --- "
829 Belle ---NIPSCO
2605 Broadway --- "
1405 Broadway ---C.U.
1210 Broadway --- "
1119 S. Barr (alley) ---NIPSCO
(alley) 1923 Broadway --- "
1621 Boone --- "
1606 Boone --- "
828 Calhoun --- "
2934 Central (alley) --- "
4511 Parnell --- "
1916 Colerick (alley) --- "
924 E. Creighton ---C.U.
853 W. Oewald ---NIPSCO
1020 Drexel --- "
1213 Eckart --- "
727 Edgewater (alley) --- "
1235 Fairfield --- "
2629 Florida (prkstrp) ---C.U.
436 W. Fourth ---NIPSCO
1124 Francis (alley) --- "
2002 S. Harrison --- "
2914 Holton --- "
2711 Holton (alley) --- "
2938 John --- "
John & Buchanan ---C.U.
2205 Kenwood (prkstrp) --- "
3621 Lake ---NIPSCO
2802 Lawrence --- "
423 & 421 Lewis (alley) --- "
517 E. Lewis (alley) --- "
440 E. Lewis (alley) --- "
1614 E. Lewis (prkstrp) ---C.U.
Liberty W/Coombs --- "
333 McKinnie --- "
312 E. Masterson ---NIPSCO
219 E. Masterson --- "
Mathias & State (prkstrp) ---C.U.
Monroe N/Colerick --- "
Noble and Coldwater (prkstrp) --- "
1020 Oakland ---NIPSCO
2921 Pennsylvania --- "
2441 Pennsylvania --- "
3909 Plaza --- "
3311 E. Pontiac (alley) --- "

1105 E. Pontiac (alley)	---	NIPSCO
N/ 4601 Indiana on Prange Ave.	---	"
1322 Scott	---	"
2930 Smith	---	"
719 Stratton Rd.	---	"
525 Stratton Rd.	---	C.U.
Intersec. Fairfield - Ewing & Superior	---	NIPSCO "
1424 Swinney	---	"
448 E. Taber	---	"
2414 Thompson	---	"
Vesey & Kinsmoor (prkstrp)	---	C.U.
816 Wagner	---	NIPSCO
1436 Wall	---	"
739 E. Washington /Francis	---	C.U.
1540 E. Wayne	---	NIPSCO
1544 E. Wayne	---	"
3019 Weisser Park	---	"
2412 Weisser Pk.	---	"
2431 Winter (alley)	---	"
1321 Somerset Lane	---	"
516 Cumberland	---	"
2720 John	---	"
1300 Blk. Hayden	---	"

4. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for construction of curbing at 2005 and 2015 Kentucky Avenue - Curbing Improvement Resolution No. 5862-80.

Award contract to Hipskind Concrete Corporation at and for their bid in the amount of $1,516.20.

Order the Street Engineering Department to prepare contract and necessary.

5. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for construction of sidewalk fronting on 2117 Short Street - Sidewalk Improvement Resolution No. 5863-80.

Award contract to Hipskind Concrete Corp. at and for their bid in the amount of $587.00.

Ordered the Street Engineering Department to prepare contract and necessary documents..

6. Received Building Encroachment Easement whereby City grants to Stoner's Magic Shop an encroachment of the building at 712 So. Harrison entailing a facing 4" x 61'5½".

Approved.

On file in the Board of Public Works.

7. Received Resolution No. 68-230-7:

Whereas, Fort Wayne Community Schools petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley in Fort Wayne, Allen County, to-wit:

The alley between vacated Pittsburg and vacated Pennsylvania Street from the east line of the first alley east of Dubois Street to the west line of Warren Street.

Approved.

Received Water Contract No. 8002 prepared by the Water Engineering Department between Pay Less Supermarkets, Inc. and Fort Wayne Water Utility of the City of Fort Wayne for Coldwater Road.

Approved.

Ordered sent to the Water Engineering Department for handling.

9. Received Special Sewer Permit for Graber Homes, Inc. prepared by the Water Pollution Control Engineering Department and Bond in the amount of $25,000 signed by Cincinnati Insurance Company to construct sanitary sewer to serve Woodmont Oaks.

Approved and Special Sewer Permit issued.

Board Order No. 130-79.

10. Received Resolution No. 68-231-10:

Approved.

Whereas, The Fort Wayne Community Schools have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

The north 14 feet of Johnson Street east of Catalpa Street to the Junk Ditch.

11. Received petition for the installation of water line on Cleveland, Vernon, Greenview Avenues and Sandpoint Road from the East corners of streets to one block west.

Approved and ordered Water Engineering Department to investigate and report.

Board Order No. 17-80.

12. Received invoice of Turnbell - Green & Associates, Ind. in the amount of $5,529.00 approved by Street Engineering Department for preliminary engineering work on railroad crossings - Group #3 - E. Washington, Glasgow and Lumbard crossings.

Approved and ordered paid from L.R. S Account.

13. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Account write-offs as per list submitted: Water $4,673.34 and Sewer $2,780.65 (total: $7,453.99).

Approved.

14. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Dehner, Inc. with Guaranty Bond in the amount of $7,500 signed by United States Fidelity & Guaranty for JANITORS USPPLY & MIKE'S CAR WASH SANITARY SEWERS -4915 Speedway Drive.

Approved.

Ordered acceptance letter written.

15. Received invoices of Carrington & Associates, Inc. in the amounts of $4,577.80 and $216.00 for miscellaneous projects: Intersection Avondale and Senate: Drainage; 4034 South Park Avenue, alley entrance; and 4633 Crestwood Drive - Sidewalk approved by the Street Engineering Department. (INVITATIONAL BIDS).

Approved and ordered paid under P.O. 4-07278.

16. Received invoice of Hipskind Asphalt Corp. in the amount of $954.25 approved by the Street Engineering Department covered by Resolution No. 5826-79 for work at intersection of Bluffton - Old Trail Road.

Approved and ordered paid from LRS Account #310.

17. Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $1,418.50 approved by the Street Engineering Department covering City of Fort Wayne 30% share for engineering inspection services performed in connection with the Ewing-Fairfield-Wells Street Bridge Project from Jan. 25, 1980 to February 22, 1980.

Approved and ordered paid from LRS Account #307.

18. Received a request from Community Coordinated Child Care of Allen County (Betty Lou Jackson - 825 Francis Street) for permission to barricade the rear of Freimann Park (10 meters covered) on Wednesday, May 7, 1980 - RAIN DATE - May 8, 1980 from 9:00 a.m. to 2:00 p.m.
PURPOSE: "Party in the Park" for young children.

Approved and permit issued.

19. RESOLUTION NO. 68-232-19

Approved.

WHEREAS, the Fort Wayne Community Schools have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

That portion of Bright Street east of Lot 496 in Commercial Addition, lying between Lots 496, 495, 494 and 493.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Thursday, March 20, 1980

Department of Public Works
Office of the Board
Room 910 City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M. L. Akers, H.R. Gamache and
R. A. Staten
Sandra E. Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sidewalk Improvement Resolution No. 5838-79 for the construction of sidewalk on Osage Street - commencing on the east side of Osage Street from the alley north of Boone Street to the south property line of Burgess Street and on the west side of Osage Street from the alley north of Boone Street for a distance of 925 feet north.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the Final Assessment Roll.

2. A request was received from Moellering Construction Company, Inc., 3400 Engle Road, for permission to barricade the 300 block East and 300 block West of the Fairfield-Ewing-Superior intersection on Superior - South side of Pearl and Ewing, Fairfield and Main and Ewing starting March 17, 1980 for approximately two months - AT ALL TIMES.
PURPOSE: Close intersection of Ewing-Fairfield-Superior for reconstruction of intersection.

Approved and permit issued.

3. Received request from Indiana & Michigan Elec. Co. 110 E. Berry, for permission to barricade Calhoun between Brackenridge and Douglas (west lane) on Friday, March 21, 1980 from 8:00 a.m. to 5:00 p.m.
PURPOSE: Repair sunken manhole cover.

Approved and permit issued.

4. Received a request from General Telephone Company, 525 Tecumseh Street, for permission to barricade front of 3501 New Haven (North driving lane) on Thursday, March 20, 1980 from 8:00 a.m. to 4:00 p.m.
PURPOSE: Repair street collapse.

Approved and permit issued.

5. Received a request from Midwest Caulking (Bill Franke) 3805 Goshen Road, for permission to hood all meters in front of Murphy's on Berry Street on Thursday, March 20, 1980 from 8:00 a.m. to 5:00 p.m.
PURPOSE: Pointing of stone work.

Approved and permit issued.

6. Received a request from Indiana & Michigan Elec. Company, 110 E. Berry, for permission to barricade two locations: North lane of Superior and Calhoun and second lane from south on Wayne between Calhoun and Clinton on March 19 and 20, 1980 from 7:30 a.m. thru 4:00 p.m.
PURPOSE: Repair sinking covers of manholes.

Approved and permit issued.

7. A reqeust was received from Diocese of Fort Wayne-South Bend, 1102 S. Clinton, for permission to barricade Lewis between Clinton and Calhoun on Wednesday, March 12, 1980 at 1:45 p.m. to 2:00 p.m.
PURPOSE: Transporting kids to Central Catholic Gym (500 children).

Approved and permit issued.

8. Received Special Sewer Permit for Janitor's Supply Company prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of John Dehner, Inc. to construct Sanitary Sewer at 4915 Speedway Drive.

Approved and Special Permit issued.

B.O. 149-79.

9. Received Special Sewer Permit for Janitor's Supply Company prepared and approved by the Water Pollution Control Engineering Department to construct Storm Sewer at 4915 Speedway Orive. 25% of Bond is to be furnished when Completion affidavit is submitted.

Approved and Special Permit issued.

B.O. 18-80.

Meeting adjourned at 4:30 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Wednesday, March 26, 1980

Department of Public Works
Office of the Board
Room 910 City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra E. Kennedy

Received minutes of meetings held on Wednesday, March 19, 1980 at 9 a.m. and Thursday, March 20, 1980 at 3:30 P.M.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway application: — Approved and permits issued.

1210 Broadway ----------Wm. H. Haney
2300 Blk. Goshen Rd. ----------Rieth-Riley

4. Received private sidewalk applications: — Approved and permits issued.

535 Baxter ---------- A. Tilbury
4201 Reed ---------- A. Tilbury

5. Received street cut applications: — Approved and permits issued.

2541 S. Anthony (prkstrp)	--- C. U.
1909 Antoinette (alley)	--- NIPSCO
Barr S/Leith St.	--- C.U.
4611 Bradwood Terrace (prkstrp)	--- "
345 Butler	--- NIPSCO
620 S. Calhoun	--- James Mosley
1120 Cedar (alley)	--- NIPSCO
Central & Rudisill	--- C.U.
6303 Chatham (prkstrp)	--- "
1423 Clay	--- NIPSCO
Creighton /2305 S. Lafayette	--- "
243 E. Oewald	--- "
1425 Oubois	--- "
1700 Oubois	--- C.U.
437 Eckart	--- NIPSCO
Esmond E/Clinton	--- C.U.
4230 Fairfield (alley)	--- NIPSCO
Fleetwood & Pontiac (prkstrp)	--- C.U.
1329 Fletcher	--- NIPSCO
2118 - 20 Fox (prkstrp)	--- C.U.
542 Fricke	--- NIPSCO
Fulton, Fairfield, Broadway, Hendricks and Brackenridge (43 cuts)	--- "
2918 Gay (alley)	--- "
2415 Gay	--- "
2339 Gay	--- "
2430 Gay	--- "
2508 S. Hanna	--- "
2717 John	--- "
2720 John	--- "
4007 S. Lafayette (alley)	--- "
607 LaSalle	--- "
1905 Lathrop Pl.	--- "
Leith E/Clinton	---
517 E. Lewis (alley)	---

531 E. Lewis	--- NIPSCO
526 Madison (alley)	--- "
W. Main, S. Harrison & Pearl (alley) S/Main & Alley S/W Columbia	--- "
450 E. Masterson	--- C.U.
2918 S. Monroe	--- NIPSCO
2615 New Haven (alley)	--- "
412 & 416 Nussbaum	--- C.U.
213 W. Pontiac	--- NIPSCO
2413 Redwood (prkstrp)	--- C.U.
5104 Reed	--- "
2114 Smith	--- NIPSCO
State & Beacon	--- C.U.
3105 N. Anthony	--- NIPSCO
6009 Vance	--- "
402 E. Wayne (prkstrp)	--- C.U.
Weibke /3402 Barr	--- NIPSCO
309 E. Williams	--- "
6820 Winchester	--- "
3501 New Haven	--- Gen. Tele.
2430 Gay	--- NIPSCO
717 Huffman (alley)	--- "
3106 Trentman	--- "
3118 Maumee	--- "
119 E. Cox	--- "
Harrison & Dewald	--- "
3100 Trentman	--- "
S/E cor. Harrison & Dewald	--- "

6. Received Final Assessment Roll prepared by Street Engineering Department for Sidewalk Improvement Resolution No. 5838-79 for constructing sidewalk on Osage Street - commencing on the east side of Osage Street from the alley north of Boone Street to the south property line of Burgess Street on the west side of Osage Street from the alley north of Boone Street for a distance of 925 feet north.

CONFIRMED.

Ordered sent to the Department of Finance.

7. The Board of Public Works establishes the Selection Committee for a Consulting Engineer to perform professional services on Sewage Grant #C-180599-01 (Lakeside Study Area) consisting of the Chairman of the Board of Public Works, Mark L. Akers; Member of the Board, Roberta Anderson-Staten; Director of Transportation, Carl O'Neal and Director of Water Resources, Philip R. Boller.

Approved.

Orders the Water Pollution Control Engineering Department to prepare proposals from Consulting Engineers for a Step 2 Grant on Sewage Work Grant #C-180599-01.

8. Received Street Lighting Resolution No. 140-80, final plans and specifications prepared by the Street Lighting Engineering Department to light the Northwest Central Phase IV Impact Area, more specifically identified as Barthold Street from Spring Street to Huffman Street, Geller Street from Spring Street to Huffman Street, Kelly Street from Spring Street to Huffman Street, Short Street from Spring to Huffman Street, Clark Street from High Street to the alley north of Second Street, Orchard Street from High Street to Third Street, Marion Street from High Street to Third Street, and Second Street from Clark Street to Wells Street. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors March 28 and April 4, 1980.

Receive bids on Wednesday, April 9, 1980 at 9 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

9. Received Curb Improvement Resolution No. 5864-80, final plans, specifications, estimate and property ownership list prepared by the Street Engineering Oepartment to construct curb and wingwalk on Woodward Avenue between Lawndale and Curdes.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners April 4 and 11, 1980. Hearing on Confirmation, Thursday, April 24, 1980 at 3:30p.m. Ordered the Street Engineering Oepartment to prepare bid documents.
10. Received Street Improvement Resolution No. 5865-1980, final plans, specifications and estimate prepared by the Street Engineering Department to repair concrete pavement on Fairfax Avenue from Fairfield to South Wayne. (CITY PAIO).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors March 28 and April 4, 1980. Receive bids on Wednesday, April 9, 1980 at 9:00 a.m. Ordered the Street Engineering Oepartment to prepare bid documents.
11. Received Improvement Resolution No. 5866-1980, final plans, specifications and estimate prepared by the Street Engineering Oepartment to install 450 L.F. of guardrail at the northeast corner of Illinois Road and Lindenwood Avenue. (CITY PAIO).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors March 28 and April 4, 1980 Receive bids on Wednesday, April 9, 1980 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.
12. Received Contract, Guaranty and Liability Bonds of Rieth-Riley Construction Company, Inc. in the amount of $13,681.60 prepared by the Street Engineering Oepartment signed by United Pacific Insurance Company for Resolution No. 5861-80 to improve concrete pavement by removing and replacing four projects all on Whitegate Drive.	Approved.
13. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of Gene Keller Construction Company with Guaranty Bond in the amount of $2,000 signed by Fidelity and Oeposit Company of Maryland for 6818 and 6822 Oecatur Road (Keesler - Leslie Sewer).	Approved. Ordered acceptance letter written.

14.	Received petition for replacement of deteriorated walk and curb fronting 525 Nuttman Avenue.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 20-1980.
15.	Received petition for installation of street lighting on East Congress Avenue from 3208 Congress at Hessen Cassel to 3525 Congress at Wayne Trace.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 21-1980.
16.	Received petition for the installation of street lighting in the 3700 block of Reed Street from Rudisill Boulevard to Greer Street.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 22-1980.
17.	Received petition for the installation of street lighting on Parnell Avenue from Kenwood North to the bridge.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 23-1980.
18.	Received interim specification for the installation of PVC (plastic) sanitary sewer pipe in the City's Sanitary Sewer System submitted by the Chief Water Pollution Control Engineer.	Approved. A true copy is incorporated herein.
19.	Received Notice of Water Main Extension for the construction of Contract No. 77-XP-1 - Getz Road - Colony Bay Road Feeder Main prepared by the Water Engineering Department.	Approved. Ordered sent to the Water Engineering Department for handling.
20.	Received invoice in the amount of $6,608.99 submitted and approved by the Street Engineering Departmentcovering City of Fort Wayne's final payment on project No. M-7060 (2) Tillman Road. Payment is to be made to Indiana State Highway Commission. (FINAL PAYMENT).	Approved and ordered paid from LRS Account #322.
21.	Invitational bids were taken by the Street Engineering Department for new curb and sidewalk at Lillian and Hensch intersection for closing off and revamping. Hipskind Concrete Corporation was low bidder for the amount of $2,774.35.	Approved. Purchase Order No. 4-07956 issued for the project.

22. Invitational bids were taken by the Street Engineering Department for Miscellaneous projects: Southwest corner Creighton and Hoagland, Southwest corner of McKinnie and South Park Drive, 430 West Pettit, 6604 Bittersweet, Kentucky and State and 2201 Reidmiller. Hipskind Concrete Corporation was the low bidder at $2,889.24.

Approved.

Purchase Order No. 4-07957 issued for the project.

23. A request was received from CMS Roofing, 4131 West Washington Center Road, for permission to hood meter #502 on Wildwood by Lutheran Hospital on Thursday, March 20, 1980 thru March 24, 1980 at all times. PURPOSE: Install roofing at Lutheran Hospital.

Approved and permit was issued.

24. A request was received from Ft. Wayne Airconditioning (Mr. Buck) 606 Coliseum West, for permission to barricade the alley between Main and Berry on Tuesday and Wednesday, March 25 and 26, 1980. PURPOSE: Erect scaffold for duct work at Anthony Wayne Bank.

Approved and permit was issued.

25. Received petition for the installation of Water Main on Kelmar Drive.

Approved.

Ordered Water Engineering Department to proceed with preparation of Resolution, specifications, estimate, etc. for this project.

Board Order No. 24-1980 issued.

26. Received revised request from Fort Wayne Urban League, 227 E. Washington, for permission to hold a parade on Tuesday, March 25, 1980 from 6:30 p.m. to 9:00 p.m.starting at Wayne and Barr Streets and termination at City County Parking Lot. PURPOSE: Protesting remarks by Roy J. Schomburg.

Approved and permit issued.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, March 27, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M. L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy

1. Continued from March 13, 1980
HEARING ON CONFIRMATION:

RESCIND ALL ACTION.

Water Main Improvement Resolution No. 1014-79 for the construction of water mains in and along Kelmar Drive from an existing twelve inch water main on Sandpoint Road easterwardly 910 ± feet to its terminus.

Remonstrance received after being tabulated by the Water Engineering Department contains four of seven, or 57%, of resident property owners.

2. Received a request from Walter and Helen B. Foster, 1011 N. Anthony Blvd., for permission to use the following property:
City Street Property West of Lot 34, Anthony Blvd. Place Add. and extending within 8' of the dike for the period beginning on March 17, 1980 and ending on the 31st day of October 1980 for GARDENING PURPOSES ONLY.

Approved and permit issued.

3. Received a request from Howard C. LeClaire and Ileane LeClaire, 1015 North Anthony Blvd., for permission to use the following property:
City Street Property immediately West of Lot 31, Anthony Blvd.,Place Addition, 1000 Block Garfield Street for the period beginning March 18, 1980 and ending on the 31st day of October, 1980 for GARDENING PURPOSES ONLY.

Approved and permit issued.

4. Received a request from Larry Wilks, Box 282, R. R. 2, Grabill, Indinaa, for permission to use the following property:
LOTS 71 and 72 to Town of Cedarville for the period beginning March 20, 1980 and ending on October 31, 1980 for GARDENING PURPOSES ONLY.

Approved and permit issued.

Meeting adjourned at 4:00 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Wednesday, April 2, 1980

Deaprtment of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

Received minutes of meeting held on
Thursday, March 27, 1980 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Oepartment of Finance.

3. Received driveway applications: — Approved and permits issued.

800 Broadway (4)----------C.A. Lehman & Sons
3729 Meda Pass ----------Paul Taylor

4. Received sidewalk application: — Approved and permit issued.

1928 Pemberton ----------A. O. Oelagrange Const.

5. Received street cut applications: — Approved and permits issued.

6430 Azalea	NIPSCO
514-08 E. Berry (prkstrps)	C.U.
Breckenwood & Knightswood (prkstrp)	"
421 W. Butler /Poplar (prkstrp)	"
5026 S. Calhoun	"
1509 S. Calhoun	Dehner Const.
5450 Coldwater (prkstrp)	Brooks Const.
1112 Degroff	NIPSCO
Engle Rd. from Mark Or. to Ardmore Ave.	"
1600 Fairfield	"
W/343 Oakdale on Hoagland	"
1011 Huestis(prkstrp)	C.U.
129 E. Leith (prkstrp)	"
1115 McKee	NIPSCO
801 McKinnie	"
Fulton 235' West on Main	"
6610 Maywood Circle	"
609 Putnam	"
747 E. Wayne (prktrp)	C.U.
2535 Wayne Trace	"
2902 Weisser Park (prk-trp)	"
334 W. Williams (prkstrp)	"
4012 Elwood --- canceled	
3118 Maumee "	
2710 Goshen "	
350 Pearl "	
419 E. Lewis (alley)	NIPSCO
4218 Tacoma (alley	"
1325 Hayden	"
7612 Bridgewater	"
1405 Broadway (alley)	"
Bowser & Baxter (prkstrp)	C.U.
Bowser & Creighton (prkstrp)	"
2420 Broadway (prkstrp)	"
Columbia bet. Inwood & 724' W. of Inwood	"
7100 Hanna	Kreager Bros.
305 E. DeWald	NIPSCO

DeWald & Lafayette	---	C.U.
Edna & Spy Run (prkstrp)	---	"
Holly & Pontiac (prkstrp)	---	"
Jefferson & Harrison	---	"
531 Kinsmoor	---	NIPSCO
5607 Larchwood Run (prkstrp)	---	C.U.
Ludwig Pk. Dr. W./Sharon	---	D.Foland Water Engr.
1323 McCulloch	---	NIPSCO
442 E. Masterson	---	"
Redwood & Pontiac	---	C.U.
Robinwood & Grier	---	"
Along E. Shore Dr. for 710' and along U. St. Joe Ctr. Rd. for 240'	---	NIPSCO
1131 E. Washington	---	C.U.
Waynewood, W/Old Trail	---	C.U.
2002 Standish	---	NIPSCO
1337 Hayden	---	"
4315 Bowser (alley)	---	"
912 E. Washington /Maumee	---	"
5825 S. Harrison	---	"
124 E. Wayne	---	"
126 E. Wayne	---	"

6. RECEIVE BIDS:

Water Improvement Resolution No. 1017-79 for the construction of water main in and along Ludwig Park Drive from an existing 6" water main on Sharon Drive, westward 468± Lineal Feet.

Referred to the Water Engineering Department for tabulation and report.

Award contract on Wednesday, April 9, 1980 at 9 a.m.

BERCOT, INC. ----------	$14,335.00
L. W. DAILEY, INC. ----------	$14,481.50
GEIGER EXCAVATING, INC. ----	$ 8,399.48
T & G EXCAVATING, INC. ----	$14,093.55

7. Received plat of Shannonside, Section II Amended approved and submitted by the City Plan Commission.

Approved.

8. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Clarence H. Dreyer to tap a sewer to serve 5330 Kroemer Road. Said permission is conditioned upon the payment of the sum of $2,500 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-165-76, dated September 3, 1976 who is party of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the sum of $2,500 to Alice Miller Realty, Inc. which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.

9. Received Sewer Extension Agreement by and between M & G Properties (Harley Graham and Tom Martin) and the City of Fort Wayne, Indiana, for the construction of BAER FIELD WEST SANITARY SEWER EXTENSION.

Approved. A true copy is herein incorporated.
Ordered sent to the Common Council on Tuesday, April 8, 1980 at 8:00 p.m.

10. Received Sewer Easement Resolution No. 171-80, final plans and property ownership list prepared by the Water Pollution Control Engineering Department for Permanent Easement for the purpose to construct a sewer line along and across a portion of the Northeast Quarter of the Southeast Quarter of Section 17,, Township 31 North, Range 13 East, Allen County, Indiana

11. Received Sewer Contract, Guaranty and Liability Bonds of Bercot, Inc. in the amount of $252,270.50 prepared by the Water Pollution Control Engineering Department signed by The Western Casualty and Surety Company for Sewer Resolution No. 309-79, Phase III - Harber Ditch.

Approved.

Ordered sent to the Common Council on Tuesday, April 8, 1980 at 8:00 p.m.

12. Received preliminary plans and recommednation prepared by the Street Engineering Department for Project Drive.

Approved.

Board Order No. 20-80 issued.

Ordered the Street Engineering Department to proceed with necessary plans, specifications, etc.

13. Received Change Order #4 of Hagerman Construction Corporation in the amount of $1,516 approved by Martindale, Tourney, Gibson, Inc. for construction of Civic Center Parking Garage (Res. 67-189-14)

Approved.

Ordered sent to the Common Council on Tuesday, April 22, 1980 at 8:00 p.m.

14. Received Agreement for Engineering Services Supplemental Agreement No. 2 for ADDITIONS AND IMPROVEMENTS to the Wastewater Facilities - City of Fort Wayne, Indiana between City of Fort Wayne, Indiana and Howard Needles Tammen & Bergendoff.

Approved.

A true copy is incorporated herein.

15. Re: Resurfacing Resolution No. 5850-79 for Clinton, Calhoun, Spy Run Extended and Wayne Streets areas, Escrow Agreement was entered into December 4, 1979 by and between Indiana Bank and Trust Company and Dailey Asphalt Products Company, Inc.
Payment #1 was made on 11/21/79 for $24,687.50.
Payment #2 was made on 12/5/79 for $103,641.39.

Ordered the amount of $14,258.77 (#1: $2,743.06 and #2: $11,515.71) paid to the Dailey Asphalt Products Company, Inc. Escrow Account at Indiana Bank & Trust Company.

Payment is to be made from the MVH Fund.

16. Re: Resurfacing Resolution No. 5851-79 for Anthony Boulevard from the south curb line of Maumee Avenue to the south curb line of Rudisill Boulevard, Escrow Agreement was entered into December 4, 1979 by and between Indiana Bank and Trust Company and Dailey Asphalt Products Company, Inc.
Payment #1 was made on 11/19/79 for $67,670.42.
Payment #2 was made on 12/5/79 for $98,973.14.

Ordered the amount of $18,515.96 (#1: $7,518.94 and #2: $10,997.02) paid to the Dailey Asphalt Products Company, Inc. Escrow Account at Indiana Bank & Trust Company.

Payment is to be made from the MVH Fund.

17. Received invoice #1 of Bercot, Inc, in the amount of $55,213.20 prepared by the Water Engineering Department covering work on Water Contract 7909 - Thirteenth Street Feeder Main.

Approved.

Ordered City Utilities to pay invoice of Bercot, Inc. in the amount of $55,213.20 from the Water Utility Fund.

18. Received a request from NIPSCO, 501 Hale Avenue, for permission to barricade Wayne Street -alley West of Calhoun to Calhoun Street on April 1st to April 4, 1980. (Meters bagged on both sides to run a service for Greenblatts Furs.

Approved and permit issued.

19. A request was received from Ralph Whitmore Company Home Improvement Company for permission to barricade in front of 826 and 824 Superior on Wednesday, April 2, 1980 for ten days.
PURPOSE: Construction work on a house.

Approved and permit issued.

20. Received a request from True Love Missionary Baptist Church, 1010 E. Pontiac, for permission to hold a parade on Saturday, April 5, 1980 from 9:00 a.m. to 10:00 a.m. starting at Wallace Street and terminating at Weisser Park. (100 persons).
PURPOSE: Bikeathon.

Approved and permit issued.

21. Request was received from Norfolk and Western Railroad, Nelson Road, for permission to barricade Lower Huntington Road at the N. & W. railroad on April 10 and April 11, 1980 from 9:00 a.m. to p.m.
PURPOSE: Repair tracks.

Approved and permit issued.

22. Received a request from Joseph Haifley, 4433 S. Lafayette Street, for permission to use the following property for GARDENING PURPOSES ONLY:

Plot of ground directly behind 1001 North Blvd.

Approved and permit issued.

23. Received a reuqest for permission to hold a parade by Northcrest Little League, 3536 Parkhill Avenue, on Saturday, May 10, 1980 from 9:00 a.m. to 9:30 a.m. Starting location: Wakefield and Riveria and termination location: Stony Run and Camden.
PURPOSE: Opening Day of Little League.

Approved and permit issued.

24. Received a request from Fort Wayne Black Exposition, Charles Phillips, Kekionga Junion High - for permission to barricade Smith and Hanna on Pontiac on Saturday, May 17, 1980 from 10:00 a.m. to 12:00 Midnight.
PURPOSE: Fair.

Approved and permit issued.

Meeting adjourned at 10:15 a.m.

Robert Anderson Slaten

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

VERNON McMILLAN INC.
SYRACUSE, N.Y.
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